

REQUEST FOR PROPOSAL

Edson & District Leisure Centre:

Concession Services

(RFP # LEI 23 002)

COMMUNITY & PROTECTIVE SERVICES

Services Requested:

The Town of Edson is seeking a qualified entity for the provision of food and beverage services at the Edson & District Leisure Centre located in Edson, Alberta.

Issue date: August 30th, 2023

Closing date: Submissions must be received electronically on or before 2pm MST on October 2nd, 2023
Late submissions will not be accepted.

NOTE: RESPONSES WILL NOT BE OPENED PUBLICLY

Posted to: Alberta Purchasing Connection at www.purchasingconnection.ca

Town of Edson website at www.edson.ca/town/tenders-rfps

1.0 PURPOSE

1.1 The Purpose of this RFP

This RFP is to seek a qualified entity (the Proponent) for the provision of food and beverage services for the Town of Edson (The Town) at The Edson and District Leisure Centre (The Facility). All interested proponents are invited to submit one electronic copy of their proposal, which includes a detailed business plan per the requirements outlined in this RFP.

1.2 Town Background Information

A community of 8500 residents, Edson is located halfway between Jasper and Edmonton along Highway 16 (the Trans Canada Yellowhead Route). The Town benefits from a mixed, resource-based economy. Residents and visitors alike come to Edson to work, live, and play, capitalizing on the Town's strategic location, economic strengths, and natural beauty. Recreation and the outdoors are a prominent feature in the local culture and lifestyle. This is clearly exemplified by the Town's extensive parks, trails network and a forthcoming regional multiplex.

1.3 Edson & District Leisure Centre

This Facility houses:

- 2 ice arenas
- Aquatics center
- Multipurpose room
- Lobby
- Concession space

The Leisure Centre is located between the two major High Schools and at the heart of Edson. The fall/winter months are busy with ice activities like figure skating, minor hockey, men's and ladies' hockey, and public skating/shinny. Spring and summer are full of community events, private rentals, and drop-in activities on the arena dry pad. Year round the pool is busy with swim club, lessons, drop-in swimming, fitness classes, and private bookings like birthday parties. During the school year kids flock to the arena for their lunch hour, as well as after school. Our multipurpose room is also busy year-round with fitness classes, meetings, birthday parties and other private bookings. There is a proposed Multiplex Renovation in the works that will increase both the available amenities and the usage of the facilities at the Leisure Centre. The renovation project will be executed to the best of our abilities in limiting interruptions to our amenities and programming available in the Leisure Centre.

2.0 OWNERS CONTACT PERSON

Krysta Hawboldt, Recreation Manager

Town of Edson Box 6300 Edson, AB, T7E 1T7 Telephone: 780.723.7665. Ext 4

E-mail: krystas@edson.ca

3.0 DELIVERY OF SUBMISSIONS

One (1) electronic e-mail copy in PDF format of the submission is to be delivered to the Town at:

E-mail: krystas@edson.ca

Attention: Krysta Hawboldt, Recreation Manager

4.0 RESPONDENT SECTION

4.1 Include the following information on the submission cover letter:

- Name and address of entity
- Authorized representative contact information including e-mail address and phone number
- Authorized representative signature

4.2 Proponents are to submit a business plan for food and beverage services at The Leisure Centre that includes and/or demonstrates the following:

4.2.1

- Proposed name of operation
- Name, phone number and e-mail addresses for all Owner(s) and principal staff
- Previous experience, qualifications and certifications of key staff
- List of proposed contractors and/or suppliers
- Two letters of reference from previous clients or employers relating to the proposed business
- A written letter from authorized bank identifying a pre-approved investment amount for the Proponent's submission and confirming support to finance or authorize the release of funds to the Proponent to start-up and operate a food and beverage service at The Leisure Centre.

4.2.2 Advertising & marketing overview that includes the following:

- Target markets / demographics

- Opportunities for partnership or collaboration with the Town, other leaseholders, user groups, etc.
- Sample logo

4.2.3 Sample menu with pricing that includes healthy food and beverage options that meet the Alberta Nutrition Guidelines Food Rating System. The Food Rating System places food into 3 groups, Choose Most Often, Choose Sometimes and Choose Least Often. The successful proponent must ensure that:

- Concession and café offerings contain a minimum 20% of Choose Most Often Options (including beverages). See Healthy Eating in Recreation and Community Centre’s Guide (Appendix C) for reference
- Has variety for all ages
- Has pricing within a realistic range for the clientele they would serve

4.2.4 The recreation sector strives to enhance quality of life and community well-being by providing affordable access to recreation and sport. For many communities, spaces where people can recreate are important community hubs and are visited often by children and other community residents. This uniquely positions the recreation sector with the spaces/ places, community connections and programming to promote community health and well-being through physical activity and healthy eating. Proponents shall describe how they intend to support community recreation and social gathering at The Leisure Centre including, but not limited to:

- Partnership opportunities with community groups
- Types of food and beverage services that would cater to The Leisure Centre user groups
- Ways in which the operator could give back to the community

4.2.5 Provide a summary of environmental and sustainability strategies. This could include things like food recovery planning, decreasing water consumption, using recyclable products for serving food, etc.

4.3 The Proponent’s Business Plan shall not exceed 30 pages (15 pgs. double-sided).

5.0 SITE TOUR

5.1 Site Tour

A non-mandatory site tour can be arranged in September. Please contact Krysta Hawboldt at krystas@edson.ca. Proponents are encouraged to ask questions or request clarification with respect to any part of this RFP on the tour.

5.2 Query Deadline

Any outstanding questions and requests are to be made to the **Owner's Contact person by 2 p.m. MST on Tuesday, September 19th, 2023**. All responses will be provided in an Addenda on Alberta Purchasing Connection and the Town of Edson's website on **Thursday, September 21, 2023, at 2 p.m. MST**.

6.0 SCOPE OF WORK

6.1 Service Expectations

- The Leisure Centre has a kitchen (the lease space) in the concourse with rollup window into the Lobby. The food and beverage Operator's primary function is to serve healthy food and beverage services for users of the facility during operating hours.
- The Operator will be responsible for all operations related to the food and beverage service including but not limited to promotion, staffing, training/certifications, inspections, supply and maintenance of cooking equipment and food contractors, etc.
- The Operator has exclusive use of the concession and one storage room as shown on the facility map in Appendix A.
- The Operator's shall agree to provide services at all times deemed critical and necessary to the operation of the facility by the Town. Typical hours have previously been Monday-Friday 11 am- 1 pm & 3:30 pm-7:30 pm and on the weekends as the facility schedule permits. Typically, weekends require the Operator to be open from the start of the first game to the start of the last game each day. The Operator may close for an extended period agreed upon with the Recreation Manager in the summer when facility bookings slow down. The Operator will be closed when the facility is closed (ex. statutory holidays, staff training, etc.)
- The Operator will be required to clean and maintain all Town equipment in a proper workmanship-like manner during the terms of this contract including grease traps. The Operator shall keep equipment in a good state of repair and shall maintain an effective preventative maintenance program at no cost to the Town.
- If the Operator is bringing in leased or owned equipment it shall be subject to the approval of the Recreation Manager prior to installation.
- The Operator agrees that they are responsible for all inspections of the Concession performed by AHS, all of which must be satisfactory. A copy of the annual inspection must be supplied to the Recreation Manager to be kept on record.
- The Operator acknowledges that people who rent other areas of the Leisure Centre for functions will be allowed to make their own arrangements for food services and this agreement does not give the Operator any special rights to provide such services; however, the Operator shall be at liberty to contract with such persons to provide them with food services in other rooms.
- The Operator and all the employees and contractors must abide by the Facility's Code of Conduct.
- The Operator will be provided with the wall space above the concession for advertising. Any additional space must be discussed with the Recreation Manager.

6.2 Operator requirements and responsibilities to be held for the duration of the agreement include, but is not limited to the following:

6.2.1 Insurance

Commercial general liability insurance with a minimum coverage of 2 million dollars (\$2,000,000) as an annual aggregate for personal injury and property damage. The Town of Edson must be named as additional insured.

6.2.2 Permits & Licenses

- Town of Edson Business License
- Workers Compensation Board Coverage for Owner(s) and Employee(s)
- Food Safe Certifications & Alberta Food Handling Permit

6.2.3 Maintenance

The Town requires that the Successful Proponent shall keep all Town owned equipment in a good state of repair and shall maintain through proper cleaning methods at no cost whatsoever to the Town. Monthly records of maintenance to equipment will be kept and a copy provided to the Recreation Manager. The Town will provide any repairs or servicing required to the Town owned equipment as outlined in Appendix A.

The Town requires that the successful Proponent shall operate the concession at a high level of cleanliness and shall always keep equipment neat in appearance. The Town may require the successful Proponent to take any such reasonable actions from time to time that the Town feels is necessary to maintain a high level of cleanliness and neatness.

The successful Proponent agrees to maintain adequate stock and inventory, and to service the equipment during such times that will have the least possible interference with programming or operations at the facility. During servicing or restocking, the Operator agrees to keep all walkways as free from interference as much as possible.

The Town will ensure the annual inspection of the range hood fire suppression system and the cleaning of the range hood ducts every 6 months is conducted by a qualified service technician at the expense of the Town. The Town will provide fire extinguisher maintenance as required at the expense of the Town, as well as the annual inspection of fire extinguishers. The successful Proponent will conduct monthly fire extinguisher checks and record these on the supplied tag. If the fire extinguisher fails a monthly check the Operator will notify the Recreation Manager immediately.

6.2.4 Chattel, software and services

- The Operator must supply all uniforms, kitchen and serving equipment, etc. required for the food and beverage service operation. The existing kitchen equipment is available to the Operator at no additional charge; however, future replacement or maintenance is outlined in Appendix A.

- The Town supplies and pays for internet, electrical and gas servicing, however, the successful Operator must supply and directly pay for all software and telephone services, etc. required for the food and beverage operation.

6.2.5 Health & Safety

The Operator must have a basic Health and Safety Program that includes:

- Contractor Orientation as per facility standard
- Violence and Harassment Training for all staff
- Staff vetted with Criminal Record and Vulnerable Sector checks

6.3 Agreement Period

The term of the Agreement for the food and beverage operation shall be for a period of three (3) years. The Operator and Town may renew the agreement for a three (3) year period at the conclusion of the Term on terms and conditions negotiated by the Proponent and Town.

6.3.1 Payment Terms

- The successful Proponent shall be required to pay Rent to the Town the amount of \$1000 CAD per month plus GST for the duration of the Agreement.
- An increase will be applied to the Rent each year at a rate of 2.9% per annum.
- A \$1,000 security deposit will be held for the duration of the tenancy.

7.0 RESPONSIBILITIES OF THE SUCCESSFUL PROPONENT

7.1 General Note: The Town reserves the right to reject any or all proposals submitted by the Proponent.

8.0 PROPOSAL EVALUATION AND SELECTION PROCESS

8.1 Selection Committee

8.1.1 All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from Corporate Services, Community Services and Operations departments and other relevant Town staff and stakeholders or advisors.

8.1.2 The aim of the Selection Committee will be to select one (1) Proposal which in its opinion meets the Town's requirements under this RFP and provides the best overall value for the Town. The proposal

selected, if any, will not necessarily be the one offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the best overall value for the Town.

- 8.1.3 By responding to this RFP, Operators will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

8.2 Selection Criteria

The selection criteria include the Proponent's understanding of the scope of work, deliverables, business plan and schedule (reference Section 9.3.3). The table in Section 13.0 is the further details of the Selection Committee's scoring criteria and weighting.

8.3 Clarifications

- 8.3.1 As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Proposal to clarify its understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at the time of close or to promote a particular Proponent.
- 8.3.2 The Selection Committee may in its discretion request this further information from one (1) or more Proponents and not from others. The Selection Committee shall have no obligation to seek clarification from any Proponent, and Proponents are solely responsible for ensuring the clarity and completeness of their Proposals.

8.4 Evaluation Results

- 8.4.1 Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee.
- 8.4.2 Proposal evaluation results shall be the property of the Town and are subject to FOIP. Evaluation results may be subject to public release pursuant to FOIP.

8.5 Negotiations and Agreement

- 8.5.1 The award of any Agreement will be at the absolute discretion of the Town. The selection of a recommended Proponent will not oblige the Town to negotiate or execute any Agreement with that recommended Proponent.
- 8.5.2 Any award of any Agreement resulting from this RFP will be in accordance with the bylaws, policies, and procedures of the Town.
- 8.5.3 The Town shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. The Town shall incur no liability to any other Proponent because of such negotiation or alternative arrangements.

- 8.5.4 During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Proponent, all staff and sub-consultants provided by it and the Town may be settled and the issues concerning implementation may be clarified.
- 8.5.5 Any Agreement must contain terms and conditions in the interests of the Town and be in a form satisfactory to the Town Solicitor. If the Agreement requires Town Council approval, then the final Agreement must contain terms and conditions substantially as set out in the Council report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the Proposal submitted in response thereto as are relevant to the provision of the goods and/or services.
- 8.5.6 The terms and conditions set out in this RFP shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable.
- 8.5.7 If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, the Town may, at its sole discretion, terminate negotiations with that Proponent and negotiate any Agreement with another Proponent or cancel the RFP process and not enter into any Agreement with any of the Proponents.

9.0 PROPOSAL SUBMISSION REQUIREMENTS

9.1 General Overview

The Town has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt, and evaluation of their Proposals. The Town may reject the Proposal of any Proponent who fails to comply with any such procedures.

- 9.1.1 Proposals are expected to address the RFP content requirements as outlined herein and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the Town's ability to conduct a thorough evaluation. The Town is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

9.2 Proposal Documentation and Delivery

- 9.2.1 Must be submitted electronically to krystas@edson.ca no later than the Closing Deadline and include the Subject: Edson & District Leisure Centre Concession Services, Attention Krysta Hawboldt. Proponents are cautioned that the Closing Time is based on when the Proposal is RECEIVED by the Town, 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 Town shall not be responsible for any delivery issues whether caused by the Town server or not. As such, Proponents are encouraged to seek confirmation from the Town that their Proposal has been received.

9.3 Proposal Content & Format

- 9.3.1 Letter of Introduction: Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.
- 9.3.2 Business Plan: Proponents should provide a completed business plan that meets the requirements in Section 4 of this RFP.
- 9.3.3 Work Plan and Deliverables – maximum 4 pages. It is important that the food and beverage service is opened as soon as possible to serve users of The Leisure Centre. The Proponent is requested to provide:
- 9.3.3.1 A detailed work plan indicating the project method, schedule, tasks, and deliverables.
- 9.3.3.2 An estimated overall timeline including key dates and required personnel for the following deliverables:
- Permits & Licenses
 - Orders & Deliveries (i.e. Equipment)
 - On Site Start-up
 - Inspections
 - First Date of Opening to Public

10.0 PROPOSAL SUBMISSION REQUIREMENTS

- 10.1 Proposals are to be firm for the duration of the RFP process and the term of any resulting agreement. All prices must be stated in Canadian currency. The Proponent shall assume all currency risks.
- 10.2 The Proponent shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and subcontractors and suppliers and their respective personnel.

11.0 RFP PROCESS TERMS AND CONDITIONS

11.1 Proponent's Responsibility: It shall be the responsibility of each Proponent:

- to examine all the components of this RFP, including all appendices, forms, and addenda; to acquire a clear and comprehensive knowledge of the required services before submitting a Proposal.
- to become familiar, and (if it becomes a successful Proponent) comply with all the Town's Policies and Legislation set out on the Town of Edson's website.

- 11.1.1 The failure of any Proponent to receive or examine any document, form, addendum, Agreement, or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered, or Purchase Order issued based on the proponent's Proposal.
- 11.1.2 Prime Proponent: A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the prime Proponent and be prepared to represent the consortium to the Town by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.
- 11.1.3 Where a Proposal is made by a prime Proponent with associate firms working with or under the prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

11.2 Town Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to:

Krysta Hawboldt, Recreation Manager

krystas@edson.ca

All questions must be in writing.

Questions must be received prior to September 19th and answers will be posted in an Addendum on September 21st.

11.3 Representation

No Town representative, whether an official, agent or employee, other than such Owner's Contact person is authorized to speak for the Town with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only should the Town not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

11.4 Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the Town's website at www.edson.ca and Alberta Purchasing (APC).

- 11.4.1 Proponents and prospective Proponents SHOULD MONITOR THESE SITES as frequently as they deem appropriate until the day of the deadline. Only answers to issues of substance will be posted. The Town reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued the date for submitting Proposals may be revised by the Town if, in its opinion, the Town determines more time is necessary to enable Proponents to revise their proposals.

11.5 Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the Town in writing not later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change, and the reason for it. If the Town wishes to accept the proposed change, the Town will issue an Addendum as described in the article above titled Addenda. The decision of the Town shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the Town by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP may be rejected.

11.6 Missions, Discrepancies, and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the Town in writing not later than the deadline for questions. If the Town considers that a correction, explanation, or interpretation is necessary or desirable, the Town will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the Town shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

11.7 Incurred Costs

The Town will not be liable for, nor reimburse, any potential Proponent or Proponent for costs incurred in the preparation, submission, or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the Town, as the case may be. The rejection or non-acceptance of any or all Proposals shall not render the Town liable for any costs or damages to any firm that submits a Proposal.

11.8 Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponent may withdraw its Proposal at any time prior to the deadline by notifying the Town Contact designated in this RFP in writing on company letterhead or in person, with appropriate identification. Telephone or verbal requests will not be considered. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP. After the Deadline each submitted Proposal shall remain open for a period of 120 days. If the Town makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall, then, form part of the Proposal.

11.9 No Collusion

No Proponent may discuss or communicate about, directly, or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the Town discovers there has been a breach at any time, the Town reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

11.10 Acceptance of Proposals

The Town shall not be obliged to accept any Proposal in response to this RFP. The Town may, without incurring any liability or cost to the Proponent:

- accept or reject any or all Proposal(s) at any time.
- waive defects and irregularities in any Proposals.
- modify and/or cancel this RFP prior to accepting any Proposal.
- award an Agreement in whole or in part.
- negotiate changes to the scope of work, the type of service, the specifications or any conditions with or one or more of the Proponents.

11.10.1 The Town is relying on the experience and expertise of the Proponent. The Town reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false, or misleading information in the sole opinion of the Town.

11.10.2 The Town reserves the right to verify with any Proponent or with any other person any information provided in its Proposal but shall be under no obligation to receive further information. If, in the opinion of the Town, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in proposal content and submitted price/fees, or all or any ~~or any~~ combination of them, then the Town may reject its Proposal as not representative of the scope of the services.

11.11 Conflicts of Interest

In its Proposal, the Proponent must disclose to the Town any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the Town may, at its discretion, refuse to consider the Proposal.

- The Proponent must also disclose whether it is aware of any Town employee, Council member or member of a Town agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Town may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the Town's sole satisfaction.

- If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will inform the Town. If the Town requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.
- Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other Town projects provided the successful Proponent has satisfied pre-qualification requirements of the Town, if any, and in the opinion of the Town, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

11.12 Ownership and Confidentiality of Town-Provided Data

All correspondence, documentation and information provided by Town staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services, or the acceptance of any Proposal:

- Is and shall remain the property of the Town.
- Must be treated by Proponents and prospective Proponents as confidential.
- Must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

11.13 Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the Town by any Proponent in connection with, or arising out of this RFP, once received by the Town:

- Shall become the property of the Town and may be appended to the Agreement with the successful Proponent.
- Shall become subject to the Freedom of Information and Protection of Privacy Act ("FOIP") and may be released pursuant to that Act.

11.13.1 Because of FOIP, prospective Proponents are advised to identify in their proposal material any scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury.

11.13.2 Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of Town Council provided that their requests have been made in accordance with the Town's procedure and may be released to members of the public pursuant to FOIP.

11.14 Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the Town, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the Town brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

11.15 Non-Exclusivity

The awarding of an Agreement to a Proponent shall not be a guarantee of exclusivity.

11.16 Confidentiality and Conflict of Interest

The Proponent shall treat as confidential all information of any kind which comes to the attention of the Proponent while carrying out the Services and shall not disseminate such information for any reason without the express written permission of the Town or otherwise in accordance with FOIP or other applicable privacy law. The Proponent may be required to enter into a detailed confidentiality and conflict of interest agreement in Personnel and Performance

11.16.1 The Proponent shall make available appropriately skilled workers, consultants, or subcontractors, as appropriate, and must be able to provide the necessary certifications, materials, tools, machinery and supplies to carry out the project.

11.16.2 The Proponent shall ensure that its personnel (including those of approved subcontractors), when using any Town buildings, premises, equipment, hardware, or shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware, or software.

11.16.3 Personnel assigned by the Proponent to perform or produce the Products & Services or any part of it, (including those of approved subcontractors) may, in the sole discretion of the Town, be required to sign non-disclosure Agreement(s) satisfactory to the Town before being permitted to perform such services.

11.17 Independent Contractor

The Proponent and the Town agree and acknowledge that the relationship between the Town and the Proponent is one of owner and independent business and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Proponent and the Town.

11.18 Warranties and Covenants

The Proponent represents, warrants, and covenants to the Town (and acknowledges that the Town is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the Town's functional and technical requirements (as set out

in the RFP) and, if applicable, will function or otherwise perform in accordance with such requirements.

11.19 Ownership of Project Documentation

All information, data, plans, specifications, reports, estimates, summaries, photographs, and all other documentation prepared by the Proponent in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the Town.

11.20 Payment Schedule

A Rent payment schedule satisfactory to the Town shall form part of the Agreement.

11.21 Personnel Costs

The Proponent shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

11.22 Termination Provisions

Upon giving the Proponent not less than ninety (90) days' prior written notice, the Town may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the Town shall not incur any liability to the Proponent apart from the payment for the goods, material, articles, equipment, work, or services that have been satisfactorily delivered or performed by the Proponent at the time of cancellation.

11.22.1 Failure of the Proponent to perform its obligations under the Agreement shall entitle the Town to terminate the Agreement upon fourteen (14) calendar days' written notice to the Proponent if a breach which is remediable is not rectified in that time. In the event of such termination, the Town shall not incur any liability to the Proponent apart from the payment for the goods, material, articles, equipment, work, or services that have been satisfactorily delivered or performed by the Proponent at the time of termination.

11.22.2 All rights and remedies of the Town for any breach of the Proponent's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the Town under the Agreement or otherwise at law.

11.22.3 No delay or omission by the Town in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

11.22.4 Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or

prepared by the Proponent in performance of the Agreement shall be delivered to the Town in a clean and readable format.

12.0 LIMITATION OF LIABILITY

Notwithstanding any other provision, by submitting a Proposal, each Proponent agrees that any claim that the Proponent may have against the Town of Edson and its employees, agents, consultants and elected officials (collectively the "Town Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this Request for Proposal process (whether in agreement, 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 Town 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.

13.0 RFP Proposal Scoring Chart

As referenced in Section 8.2, this is the criteria chart that the selection committee will be using to assist in decision making.

OWNER & STAFF EXPERIENCE	FOOD & BEVERAGE SERVICE PLAN	FINANCIAL CAPACITIES	ENVIRONMENTAL & SUSTAINABILITY
<ul style="list-style-type: none"> • Previous experience providing similar services including references from two previous employers or clients. • Staff with appropriate skills, and description of training requirements for staff. • Senior project oversight with strong industry knowledge • Support staff (appropriate technical skills and quality of services) • Sub-proponents: proven ability & technical skills 	<p>Clear, detailed and effective marketing and advertising plan and the skills and abilities to deliver as proposed.</p> <ul style="list-style-type: none"> • Clear and detailed sample menu that caters to recreation facility clients and user groups. Must include 20% healthy options using the guideline in Appendix C • Clearly details and demonstrates understanding of community recreation and opportunities for partnership and collaboration with users in and outside the facility. • Clear understanding of the permits, licenses, insurance, etc. required to operate a food and beverage operation in a community recreation facility. 	<ul style="list-style-type: none"> • Clearly demonstrates that they have the financial capacity and means to start-up and operate a food and beverage operation. • Clearly demonstrates ability to engage with required contractors, firms, etc. to meet start-up and inspection requirements for a food and beverage operation (i.e., in good financial standing with trades and suppliers listed) 	<ul style="list-style-type: none"> • Clearly demonstrates steps to reduce waste • Clearly demonstrates steps to reduce water consumption • Clearly demonstrates sustainable purchasing practices throughout the supply chain
/30	/40	/20	/10

/100

Appendix A:

Concession Equipment Inventory

The following large items will be repaired or replaced as necessary by the Town of Edson:

- Large “True” Commercial Freezer (2- single & 1 double)
- Garland Commercial Range Oven
- Food Warmer
- Sandwich prep table with refrigeration
- Large condiment bar
- Security cameras (part of bigger Leisure Centre system)
- Industrial shelves (4)
- Frigidaire stand up freezer
- Frymaster deep fryers (2)
- Hood range over appliances
- Three basin industrial sink with grease trap
- Flat-top grill (needs to be replaced, to be discussed with lease holder)

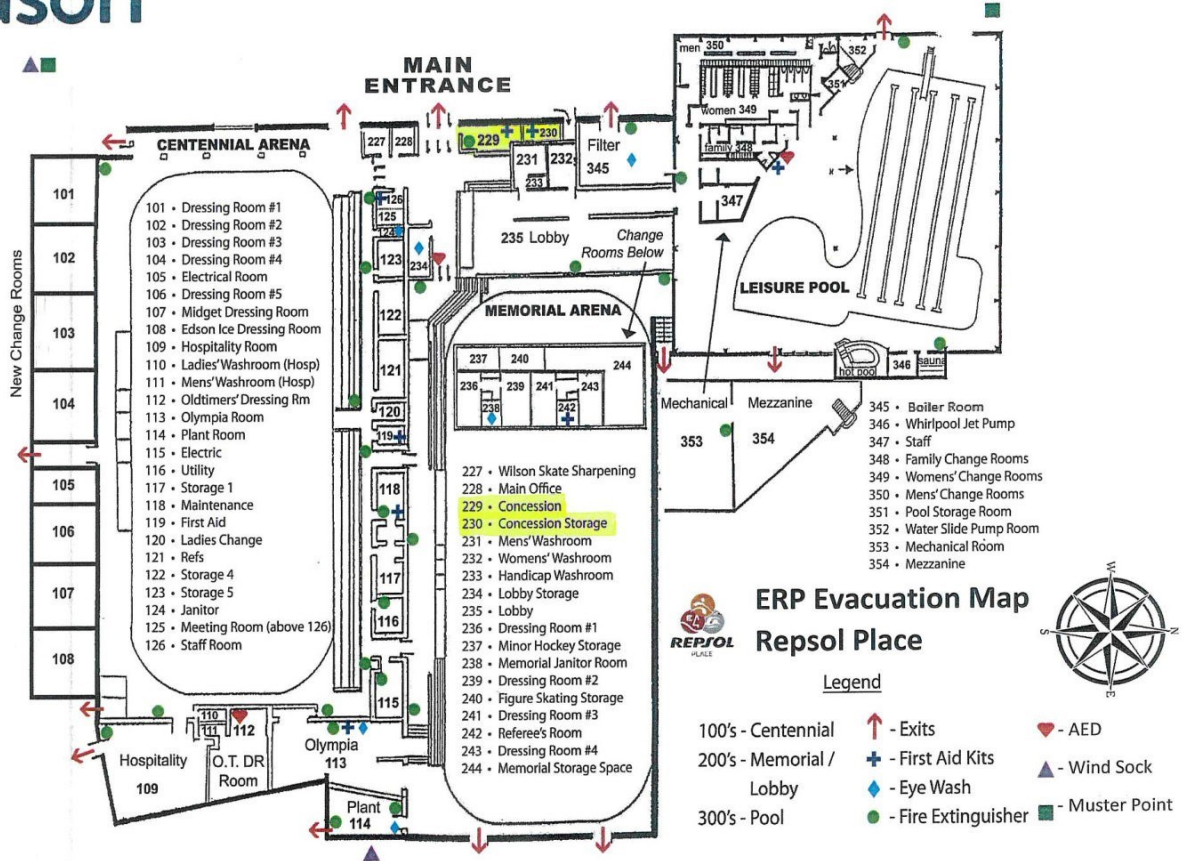
The following items will be available “as is” and will not be repaired or replaced by the Town of Edson:

- 2 industrial roller carts
- Small whiteboard
- Tea bag holder
- Assorted cooking utensils
- Food serving trays
- Sharp ERA 240 Cash Register with rolls
- Meat slicer
- Small Refrigerator
- Chest style small freezer

On contract, can be worked out with supplier:

- Coco-Cola fridges (2)
- Coffee Machines (currently removed)
- Primo Cappuccino Maker (currently removed)

Appendix B:



Appendix C:

Healthy Eating in Recreation & Community Centers Guide:

[Healthy Eating in Recreation and Community Centres \(alberta.ca\)](http://www.alberta.ca/Healthy-Eating-in-Recreation-and-Community-Centres)

Additional Resource for Support:

A Guide to Offering Healthy Food and Drink Options in Recreation Food Services:

[HERS+Food+Services+Reopening+booklet+.pdf \(choosewell.s3.amazonaws.com\)](https://choosewell.s3.amazonaws.com/HERS+Food+Services+Reopening+booklet+.pdf)