



REQUEST FOR PROPOSAL CONCESSION OPERATIONS

for

**Town of Crossfield
McCaskill Park**



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**TOWN OF CROSSFIELD
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REQUEST FOR PROPOSAL (RFP)
Concession Operations for
McCaskill Park

The Town of Crossfield is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage the concession stand located in McCaskill Park during the summer months and for special events. This RFP is designed for those interested in creating a contract relationship to operate a privately owned concession stand at McCaskill Park. The concessionaire(s) will be required to operate the facility according to the terms and conditions as outlined in the Town's Concession Agreement.

Questions may be addressed to Eris Latham at erisl@crossfieldalberta.com.

RFP TERMS AND CONDITIONS

- a. This RFP does not commit the Town to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Town, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the Town and are for the sole and exclusive benefit of the Town. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the Town and if required by law may be subject to public disclosure by the Town or any authorized agent of the Town. The Town is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.
- b. It shall be the proposer's responsibility to review and verify the completeness of its proposal. The Town may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The Town may request to inspect properties or contact clients referenced in the proposal. The Town also reserves the right to conduct investigations with respect to the qualifications of a proposer.
- c. Verbal communication made by any Town employee or agent of the Town with respect to this RFP is not binding and shall not in any way be considered as a commitment by the Town. **Only written responses to questions submitted in writing to the Town or written addenda to this RFP issued by the Town will be considered binding on the Town.**
- d. Town employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any Town employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No proposer may be a proposer to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the Town's sole judgment, violates these conditions or spirit of these conditions.

- e. The Town reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:
- To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the Town's sole discretion, it is in the Town's best interest to do so;
 - To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
 - To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the Town's best interest to do so;
 - To reject the proposal that, in the Town's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Town or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;
 - To reject as informal or non-responsive any proposal which, in the Town's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
 - To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the Town's sole judgment, material to the proposal;
 - To permit or reject, at the Town's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions:
 - To request that some or all of the proposers modify proposals based upon the evaluation of the Town.
- f. The Town may enter into negotiations for a contract, on terms and conditions satisfactory to the Town with one or more selected proposer(s). However, the Town reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The Town reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the Town shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the Town, in its sole discretion, determines that doing so and permitting such is in the Town's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the Town reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the Town may solicit new proposals.

BACKGROUND

McCaskill Park is located at the intersection of Whitfield Avenue and McCaskill Street and is home to various youth activities Monday to Friday from April through June, as well as adult softball and youth baseball Monday to Thursday evenings from April through September. Other special events, including approximately 6 spring and summer weekend tournaments, and activities are also booked throughout the year. McCaskill Park also has a building with water and electrical services which contains 2 bathrooms and a concession area.

CONCESSION OPERATIONS

Concession operations are a key component to the overall character of the park. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession in accordance with all Alberta Health Services regulations. All personnel must provide a current Criminal Background Check upon commencement of their employment.

Assurances

It is mutually agreed:

- a. That the renter, upon Town approval, will complete all necessary upgrades and improvements to the premises as required by Alberta Health Services at their expense;
- b. All other expenses related to bringing the concession up to required health codes and regulations will be at the renters sole expense;
- c. That proof of Alberta Health Services approval be provided to the Town prior to occupancy;
- d. That the renter is responsible for cleaning and upkeep of the premises including restrooms for the duration of the contract.

The Renter will also ensure:

- a. That all approved/issued permits (Alberta Food Handling Permit and Town of Crossfield Business license) be posted in a conspicuous place inside the concession so as to be clearly visible to the public;
- b. That all health and food handling regulations be adhered to at all times;
- c. That the premises are kept free and clear of garbage and debris generated by the premises or customers on a daily basis;
- d. That the premises has a current fire extinguisher on site;
- e. That no selling or consumption of liquor is permitted at or in the premises;
- f. That any signage meets the requirements of the Town of Crossfield's Land Use Bylaw and that a sign permit be submitted for, and approved by, the Town prior to installation

Activities Associated

The operator will be responsible to operate, conduct and manage the activities associated with a concession/food stand including:

- Placement of picnic tables, umbrellas and waste receptacles for use by patrons;
- Upkeep of attached restrooms during business hours;

- Paying a monthly facility rental as negotiated with the Town, prior to occupancy.

Qualifications

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must provide evidence of the following:

- Experience in successfully operating and managing a similar type of business.
- Demonstrated track record of being an equal opportunity employer.
- Must not be currently indebted to the Town of Crossfield for non-payment of taxes, fines, judgments, liens, or fees, etc.
- An Alberta Health Services Food Handling certificate.

INSTRUCTIONS FOR SUBMITTING PROPOSAL

A proposal must be delivered or mailed to:

Town of Crossfield
Box 500
1005 Ross Street
Crossfield, Alberta
T0M 0S0
Attention: Eris Latham

Proposals must be submitted by 4:00 PM, on Wednesday, February 15, 2023. Late proposals will not be accepted.

The following conditions apply to this submission:

- A proponent must submit (2) two copies of its proposal, one clearly marked "Original", the others clearly marked "Copy".
- Received by Town of Crossfield by the stated closing time at the address specified above;
- Duly signed;
- Emailed or faxed proposals will not be accepted;
- Proposals shall remain binding for 120 days from the date of proposal submission;
- The Town reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

A proposal must be in enough detail to allow the Town to determine the proponent's position from the documents received. Every effort should be made to include complete details of services to be provided.

The Town of Crossfield reserves the right to waive formalities, reject any or all proposals, or accept the proposal in part or in whole deemed most favorable to the Town. The lowest or any proposal may not necessarily be accepted. Variations from these specifications that do not, in the opinion of the Town, adversely affect the service of the firm will not necessarily result in disqualification.

Respondents may submit any information they deem necessary and appropriate for the Town to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- Legal Company/Business name, required contact information, including telephone and email.
- Description of the proposer's business structure, key staff and their qualifications.
- Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated
- At least three references that have first-hand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. If possible, at least one reference should be a public entity other than the Town of Crossfield.

REVIEW OF PROPOSAL RESPONSES

Proposals will be privately opened at 9:00 a.m. on Thursday, February 16, 2023 at the above address in the Town administrative office.

Notification of Awards

The review process will occur during the week of February 20th, 2023 and notification will be provided to the successful proposer as soon as possible following that date.

The successful proposer will be required to execute a concession agreement with the Town. The Town anticipates that the selected proposer will open for business by the third week of May 2023. The proposer will also be required to purchase a Town of Crossfield Business License annually.

Evaluation Criteria

All submitted proposals will be evaluated based on the following criteria:

Relevant experience	30
Staff resources	25
Clarity and presentation of proposal	10
Safety precautions presented	10
Proposed operating hours and times	10
Demonstrated benefit to the community including proposed service options	15
	100

ATTACHMENTS

- Location Map for Park Concessions (pdf File Map) (Attachment #1)
- Insurance requirements (Attachment #2)

Attachment 1 - McCaskill Park Map



Attachment 2 – Insurance and Indemnification

Insurance

The renter shall obtain adequate liability insurance with a minimum of \$2,000,000 coverage against claims arising from the renter's occupancy of the said building and ensure the Town of Crossfield is listed as an additional name insured and that proof of insurance be provided to the Town prior to occupancy.

Workers' Compensation Insurance

Proposers must be in good standing with Alberta Workers' Compensation Board and provide a current clearance letter.

In the event a proposer has no employees requiring Proposer to provide Workers' Compensation Insurance, Proposer shall so certify to the Town in writing with appropriate back up from WCB Alberta prior to work commencement. The Town and Town personnel shall not be responsible for any claims in law or inequity caused by failure of the proposer with this section or with the provisions of law relating to Workers' Compensation.