



Request for Proposal Expression of Interest

Recreation Pro Shop Operating Lease Opportunity

PROJECT INFORMATION

Project Number:	DIV07-PRC-2024-01
Name of Project:	Recreation Pro Shop Operating Lease
Project Location:	Dr. Duncan Murray Recreational Centre 805 Switzer Drive, Hinton AB, T7V 1V1
Date Request for Proposal Issued:	November 16, 2023
Deadline Date for Submissions*:	Sunday, Jan. 7, 2024 (11:59 PM MST)
Submissions made to:	Heather Mark, Recreation & Culture Supervisor
Email Address:	hmark@hinton.ca
Company Address:	2 nd Floor, Government Centre 131 Civic Centre Road, Hinton AB, T7V 2E5
Contact Number:	(780) 865-6064

**All questions and/or clarifications must be sent directly to Heather Mark, Recreation & Culture Supervisor at hmark@hinton.ca on or before 1:00 PM MST on Friday, Dec. 29th, 2023. Inquiries sent in writing via email are preferable.*

1 PART 1 - INTRODUCTION

1.1 Invitation to Submit Proposal

This Request for Proposals (the “RFP”) is being issued by the Town of Hinton (the “Town”) to seek proposals from established and qualified individuals or organizations (the “Bidders”) who are interested in engaging with the Town for a lease as the tenant and operator of the Pro Shop in the Dr. Duncan Murray Recreation Centre (the “Facility”). The Town intends to select the Bidder who presents, and can complete, a proposal that fulfills the Town’s objectives to the greatest degree and best satisfies the evaluation criteria as set out in this RFP. The successful Bidder, the “Contractor”, will be expected to operate the Pro Shop for the benefit of the citizens of Hinton.

For the purposes of this procurement process, the “Town Contact” shall be:

Town Contact: Heather Mark, Recreation & Culture Supervisor
Email: hmark@hinton.ca

1.2 Contract for Deliverables

Selected Bidders will be requested to enter into negotiations for an agreement with the Town for the provision of the deliverables as negotiated in accordance with this RFP and subsequently outlined in the executed agreement. It is the Town’s intention to enter into the Form of Agreement to the RFP with only one (1) legal entity. The term of the agreement is to be for the period of time as defined.

2 PART 2 - INSTRUCTIONS TO BIDDER

2.1 Schedule of Events

Bidders should submit their proposals according to the following schedule and instructions. The following schedule is an estimated timeframe of events for the proposed RFP, which may be subject to change as determined by the Town throughout this process.

Issuing of Proposal	Nov. 16, 2023
Deadline for Questions	Friday, Dec. 29, 2023: 1:00 PM MST
Deadline to Issue Addenda	Friday, Dec. 29, 2023: 4:00 PM MST
Submission of Proposal Deadline	Sunday, Jan. 7, 2024: 11:59 PM MST
Bid Review Timeframe	January 2024
Award and Occupancy Announcement	TBD

2.2 Proposals Should Be Submitted in Prescribed Manner

Proposal signed and dated will be received by email to Heather Mark, Recreation & Culture Supervisor, at hmark@hinton.ca. The proposal must be received at or prior to the predetermined time and date set forth or it will not be accepted. Proposals submitted late or faxed will not be considered. Proposal packages will include completed Forms (Appendices) B and C.

The Town is not responsible for the timeliness of documents sent nor will the Town accept any proposal emailed to the wrong email address nor delivered to the wrong address.

2.3 Withdrawing Proposals

At any time throughout the RFP process, a Bidder may withdraw a submitted proposal. To withdraw, a notice of withdrawal must be signed by an authorized representative and sent to the Town Contact listed above. The Town is under no obligation to return withdrawn proposals.

3 PART 3 – PROPOSAL DELIVERABLES

3.1 Purpose

The purpose of this RFP is to invite proposals from qualified Bidders for the operation of the Pro Shop as negotiated, while meeting any and all specified performance requirements of the Town as outlined in this document. Bidders, as a portion of their proposal, must outline their vision and scope of work for the Pro Shop Facility.

3.2 Scope of Work

The Contractor will be responsible for administrative and operating costs of the services they propose to undertake, and subsequently undertake, in the Facility.

Bidders are to refer to Schedule "A" of Appendix "A", the preliminary Scope of Services included as an attachment to the Draft Operating Lease Agreement, for an understanding of the minimum of what the Town is seeking from the Contractor in terms of services provided within the Facility.

The Town is eager to engage creative ideas that Bidders may have regarding reimagination of the use of the Facility, and the services provided therein, to maximize the overall benefit to recreation users in the community.

Expectations

- The Contractor will take care not to damage the Facility, beyond reasonable wear and tear, during the term of the Operating Lease
- The Contractor will comply with all legislation and maintain any required operating permits for any of the equipment supplied by the Contractor, and/or the Town, to perform the services, including any necessary certifications based on the established scope of work
- The Contractor will provide the equipment and machinery required to perform the services, unless requested that the Town provide such equipment and machinery, the discretion of which is up to Council
 - A Bidder may include in their proposal a request that the Town acquire the equipment required for the outlined scope of work, in which case the Bidder will take care to specify the equipment sought, providing any explanation. Any request of a Bidder that the Town acquire requested equipment is non-binding; neither the Town nor Council will be obligated to supply such requested equipment, nor would the acquisition of such recommended equipment asset necessitate the execution of signed agreement betwixt the Town and Bidder. Any such equipment will be solely owned by the Town once acquired.
- The Contractor will work with the Town to maximize operating hours and service provision to the benefit of the community, including in its proposal an estimation of operating hours
- The Bidder will provide in its proposal a projection of what it deems a fair annual rental rate for the space given the staffing requirements and proposed level of service, which the Town will not be held to
- The Bidder will provide in its proposal an estimation of pricing for any services/goods and materials that it plans to offer in the Facility, including a proposal for the percentage of sales which will be due the Town, if applicable
- The Contractor will ensure its services do not hinder the regular operations of the Rec. Centre as undertaken by Town staff and any additional contractors or agents of the Town
- If the Contractor encounters a condition wherein public safety is threatened, the Town Contact will be notified immediately. Either party has the authority to remove any such hazard identified that could impact the health and safety of individuals in the building, and then notify the other of same as soon as practicable.

- The Contractor will provide their valid certificate of General Liability Insurance for \$2,000,000 annually to the Town. The Town will be named as additionally insured on the subrogation of waiver.
- The Contractor will maintain the confidentiality of any business information as defined in the Operating Lease Agreement in accordance with FOIP.

Space and Tenancy Details

The Facility includes:

- 156 square feet of space
- One door for entrance/exit, one interior window for sales and service equipped with sliding aluminum door and counter.

Presently there is no Town-owned inventory nor asset(s) located within the Facility. The electronic sign in the parking lot of the building is owned and operated by the Town.

The Town currently provides building maintenance for HVAC systems and other operating assets at the premises not related to the Pro Shop. Inspections are conducted by Town personnel regularly.

Compliance

- The Contractor will be responsible to take all necessary measures to comply with requirements of Federal and Provincial legislation and Municipal Bylaws in respect to health and safety and any operations ruled by such acts, bylaws, policies, regulations, etc. as may be applicable.

Documentation and Reporting Requirements

- The Contractor will perform general administrative duties associated with operations, including financial reporting, usage statistics, and general correspondence with the Town
- The Contractor will provide a copy of its annual financial audit regarding operations within the Facility unto the Town, and any additional financial details/reporting as requested by the Town, as applicable.

Approval

- In all cases where approval or direction is required for the Contractor to undertake the scope of its services, it shall be provided in writing by the Town's Contact and/or their designate.
- The Contractor will not be able to assign, mortgage, sublet, nor license the Facility or its interest therein. The Contractor will not have the right to name the Facility without the Town's knowledge or the written consent of the Town Contact or their designate.

4 PART 4 – PROPOSAL FORMAT

Proposals shall contain the following and should be organized in the following format using the sequence provided below to facilitate evaluation and to ensure each proposal receives full consideration. To facilitate proposals, an "Application" has been added to Appendix B.

4.1 Executive Summary

Summary touching on pertinent points in the proposal the Bidder wishes to highlight, including an overview of the experience, qualifications, and vision for operating the Facility.

4.2 Corporate Profile, Qualifications and Experience

Details should include the following:

- Organization/business size and structure
- Identification of any sub-contractors or partners that are involved, including the relationship between the Bidder and any sub-contractors (i.e., past projects completed together), if applicable;
- Summary of knowledge, skills, and expertise in recreation, leisure, sporting, etc.
- Number of years in operation and number of years providing similar services.

4.3 References and Past Performance on Similar Projects

Listing the Bidder's related experience with three (3) similar projects (at least one (1) is strongly recommended for consideration). Past projects should demonstrate the necessary knowledge, skills, and expertise as they relate to the deliverables of this RFP.

Project references must include:

- Client name;
- Scope of work summary;
- Contract dollar value; and
- Date and length of the arrangement.

4.4 Project Team

Details should include the identification and qualifications of the operating manager that will be responsible for the day-to-day delivery of the services with a description of related experience in performing work for similar initiatives. Information for any additional personnel of the Bidder that would be providing services in the Facility must be included.

4.5 Project Understanding and Proposed Methodology

Detailing the Bidder's ability to satisfy, at minimum, all aspects of the agreement as outlined in this RFP. At a minimum this section shall include a demonstrable understanding of the overall deliverables of the RFP.

4.6 A Detailed Cost Estimate

The Bidder will provide information on the mark-up for disbursements as well as a projection of operating margins.

4.7 Mandatory Forms

Forms must be included in the proposal as follows:

- Submission Form (Appendix B) completed and signed by an authorized representative of the Bidder, including the Application Form; and
- Reference Form (Appendix C) completed.

5 PART 5 - EVALUATION OF PROPOSALS

Review and evaluation of the RFP submissions will encompass the Pass/Fail items for Mandatory Requirements and a points system for the Rated Criteria. The Bidder's submission should be organized and include sufficient information to provide for ready evaluation of each

parameter. Only complete and clear information will be evaluated, while incomplete or unclear submissions will be rated as “Fail” or scored accordingly. The Town may elect to short-list Bidders that may be asked to provide additional information or details for clarification.

5.1 Mandatory Requirements, Rated Criteria and Rectification

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Bidder may not make any changes to any of the forms. Bidders submitting proposals that do not meet the mandatory requirements will be provided an opportunity within the Rectification Period to rectify any deficiencies.

Section	Description	Evaluation
1	Valid Town of Hinton Business License, or ability to obtain such	Pass / Fail
Section	Description	Points
2	Vision <i>What is the intention of the Bidder in the Facility, and to what extent is that in alignment with the service needs of Hinton.</i>	20
3	Relevant Experience and Qualifications <i>Record of past performance in the industry including customer service and capacity of key personnel, including a list of key personnel and labour support.</i>	20
4	References for services provided similar to those proposed by the Bidder	20
5	Proposal Quality and Completeness <i>Provide a detailed plan that outlines an understanding of the deliverables</i>	20
6	Health, Safety and Environment Framework: (a) Provide a corporate approach to safety and safety statistics; (b) Identify potential operational safety and health risks and mitigation measures to address them.	20

6 PART 6 – TERMS AND CONDITION

6.1 General Information and Instructions

6.1.1 Bidders to Follow Instructions

Bidders should structure their proposals in accordance with the instructions in the RFP.

6.1.2 Proposals in English

All proposals are to be in English only.

6.1.3 Town’s Information in RFP only an Estimate

The Town makes no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general scope to inform their proposal(s). It is the Bidder’s responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

6.1.4 Expenses

The Town will not provide compensation or be responsible in any way for the costs, expenses, losses, damages, or liability incurred by Bidders in the preparation of their response to this RFP.

6.2 Communication after Issuance of RFP

6.2.1 Bidders to Review RFP

Bidders will promptly examine all of the documents comprising the RFP, and

- a) report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information in writing by email to the Town Contact on or before the Deadline for Questions. The Town is under no obligation to provide additional information.

It is the responsibility of the Bidder to seek clarification from the Town Contact on any matter it considers to be unclear. The Town will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or its processes.

6.2.2 All New Information to Bidders by Way of Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Town. In the Submission Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

6.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda, the Town may at its discretion extend the Submission Deadline for an amount of time the Town deems reasonable.

6.2.4 Verify, Clarify and Supplement

When evaluating responses, the Town may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's proposal.

6.2.5 No Incorporation by Reference

The entire content of the Bidder's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Bidder's proposal will not be considered to form part of its proposal.

6.2.6 Proposal to be Retained by the Town

The Town will not return the proposal or any accompanying documentation submitted by a Bidder. Submitted proposals will be the property of the Town for the purposes of any requirements under protection of privacy and freedom of information legislation.

6.2.7 Litigation and Conduct

Individuals or organizations that have initiated legal proceedings against the Town are ineligible to submit a proposal in response to this RFP. For further information, please contact the Town Contact. Individuals that have previously been issued formal warnings on behalf of the Town, or faltered on the payment of a municipal expense, may not be considered. The previous points

are not an exhaustive list of criteria that would deem a Bidder ineligible for consideration in consideration of this RFP in the professional opinion of the Town. If any such concerns are raised throughout the execution of an operating agreement, the Town will exercise its right to seek disciplinary action up to and including immediate termination of the agreement and vacation of the Facility premises by the Contractor.

6.3 Negotiations, Notification and Debriefing

6.3.1 Selection of Top-Ranked Bidder

The top-ranked Bidder, as established under the Evaluation of Proposals, may receive a written invitation to enter into direct contract negotiations with the Town.

The Town may be required to seek Council approval for proposals that fall outside the realm of the traditional scope of services, or that request the acquisition of operating asset(s), such as equipment, for the Bidder to be able to provide the services it proposes.

6.3.2 Timeframe for Negotiations

The Town intends to conclude negotiations with the top-ranked, and authorized, Bidder within ten (10) days commencing from the date the Town invites the top-ranked Bidder to enter negotiations. A Bidder invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Appendix B of the RFP particulars, provide requested information in a timely fashion, and to conduct its negotiations expeditiously.

6.3.3 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained in this terms and conditions of the RFP process and the Submission Form (Appendix B) will not constitute a legally binding offer to enter into a contract on the part of the Town nor the Bidder. Negotiations may include requests by the Town for supplementary information from the Bidder to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing from the Bidder.

6.3.4 Terms and Conditions

The terms and conditions found in the Form of Agreement (Appendix A) are to form the starting point for negotiations between the Town and the selected, authorized Bidder.

6.3.5 Failure to Enter into Agreement

Bidders must note that if the parties cannot execute a contract within the allotted ten (10) days, the Town may invite the next-best-ranked Bidder to enter into negotiations. In accordance with the process rules in this terms and conditions of the RFP and the Submission Form (Appendix B), there will be no legally binding relationship created with any Bidder and the Town prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the Town may elect to initiate concurrent negotiations with the next-best-ranked Bidder. Once the above-noted timeframe lapses, the Town may discontinue further negotiations with the top-ranked Bidder. This process shall continue until a contract is formalized, until there are no more Bidders remaining that are eligible for negotiations, or until the Town elects to cancel the RFP process.

6.3.6 Notification to Other Bidders

Other Bidders that may become eligible for contract negotiations may be so notified at the commencement of the negotiation process. Once a contract is executed between the Town and a Contractor, the other Bidders may be notified directly in writing and shall be notified by public

posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

6.3.7 Debriefing

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town Contact and must be made within ten (10) days of notification of award. The Town may elect to provide a written response to the Bidder identifying how it ranked in the evaluation process and areas where the Bidder may wish to improve for further proposals.

6.4 Prohibited Communications and Confidential Information

6.4.1 Prohibited Bidderr Communications

The Bidder will not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.4.2 Bidder not to Communicate with Media

A Bidder may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Town Contact.

6.4.3 Confidential Information of Town

All information provided by or obtained from the Town in any form in connection with this RFP either before or after the issuance of the RFP:

- a) is the sole property of Town and must be treated as confidential and handled in accordance with the applicable governing privacy legislation;
- b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent agreement;
- c) must not be disclosed without prior written authorization from the Town; and
- d) shall be returned by the Bidder(s) to the Town immediately upon the request of the Town.

6.4.4 Confidential Information of Bidder

A Bidder should identify any information in its proposal, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their proposals will, as necessary, be disclosed on a confidential basis to the Town's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Bidder has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Town Contact.

6.4.5 Inappropriate Conduct

The Town may prohibit a Bidder, and/or its subcontractors, from participating in a proposal process based on past performance or based on inappropriate conduct in a prior procurement process and/or dealings with the Town, and such inappropriate conduct shall include but not be limited to the following:

- a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information;

- b) the refusal of the Bidder to honour its pricing or other commitments made in its proposal; or
- c) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

6.5 Procurement Process Non-Binding

6.5.1 No Contract A and No Claims

This proposal procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract;
- b) Terms of Contract A applicable to the operation of the Facility will only be considered instated and required following formal contract execution (Contract B); and
- c) neither the Bidder(s)/Contractor nor Town will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of an agreement, failure to award an agreement, or failure to honour a response to the RFP.

6.5.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Bidder and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

6.5.3 Non-Binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the Bidders. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking, contract award, and even result in disciplinary action such as termination of an executed contract.

6.5.4 Disqualification for Misrepresentation

The Town may disqualify the Bidder or rescind a contract subsequently entered into if the Bidder's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

6.5.5 References and Past Performance

The Town's evaluation may include information provided by the Bidder's references and may also consider the Bidder's past performance with the Town or other institutions, as applicable.

6.5.6 Cancellation

The Town may cancel or amend the RFP process without liability at any time.

6.6 Town's Discretion

The Town is not under any obligation to approve any proposal and may elect to terminate this procurement process at any time and notwithstanding any other provision in this document. The Town has in its sole discretion the unfettered right to:

- accept any proposal
- reject any proposal
- reject all proposals
- reject a proposal even if it is the only proposal received by the Town

6.7 Governing Law and Interpretation

6.7.1 Governing Law

The terms and conditions in this RFP process are:

- a) included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- b) non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations);
- c) numbered and titled for convenience, the order of clauses herein does not affect the pertinency nor demonstrate hierarchy of any article; and
- d) governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement for Services covered in this RFP, a draft Operating Lease to be executed between Town and the Contractor, is attached hereto as Appendix “A”, as subject to change from time to time. Although the final wording of the provisions may be subject to negotiation, Bidders should be prepared to enter into an Agreement to include the provisions as described in Appendix “A”.

DRAFT

THIS AGREEMENT made as of the ____ day of _____, 202_.
BETWEEN:

TOWN OF HINTON
(hereinafter referred to as the “Town”)

OF THE FIRST PART

-and-

The [name]
(hereinafter referred to as the “Lessee”)

OF THE SECOND PART

the “Parties”

IN THE COLLECTIVE

PRO SHOP OPERATING LEASE AGREEMENT

WHEREAS the Town is of the of the opinion that the Lessee has the necessary qualifications, experience, and abilities to provide the required services to the Town, and the Lessee is agreeable to providing such services to the Town on the terms and conditions as set out in the Agreement.

WHEREAS the Town hereby leases to the Lessee the “Facility” as described as the Recreation Pro Shop situated in the Dr. Duncan Murray Recreation Centre, 805 Switzer Drive, Hinton AB, T7V 1V1.

WHEREAS the Town deems it appropriate and desirable, as authorized by provisions of the *Municipal Government Act*, Chapter M-26, R.S.A. 2000 and amendments thereto, to enter into Agreements with Lessee’s for the provision of services and initiatives that benefit residents and enhance the community.

AND WHEREAS the Town has approved the Lessee’s Services in response to a Proposal, provided the Parties enter into an Agreement to govern the use of the Facility by the Lessee and the obligations of the Parties to meet agreed-upon Key Performance Indicators (KPIs).

NOW THEREFORE in consideration of the above and of the promises and covenants set forth in the following, the Parties agree with each other as follows:

1. Definitions

- 1.1. “[Town] Contact” means Town employee(s) acting as designated liaisons, representatives, and technical advisors where the context indicates.
- 1.2. “Agreement” means this document outlining the relationship and covenants between the Parties together with the following attached Schedules:
 - i. Schedule “A” – Lessee Proposal and Services
 - ii. Schedule “B” – Key Performance Indicators

iii. Schedule “C” – List of Amendments

- 1.3. “**Commencement Date**” and “**Expiry Date**” mean, respectively, the first and last full days on which this Agreement is in effect.
- 1.4. “**Facility**” means the Recreation Pro Shop in the Dr. Duncan Murray Recreation Centre, measured at 156 sq. ft., in which the Lessee will provide the Services in the Agreement as outlined in Schedule “A;” this includes any improvements or amenities situated in the Facility unless otherwise stipulated in this Agreement.
- 1.5. “**Maintenance**” means the routine, recurring maintenance, operation, upkeep, cleaning, and repairs normally undertaken by a prudent and responsible owner or occupier to ensure the Facility is functional and of acceptable appearance and continues so, for which both parties have named responsibilities.
- 1.6. “**Key Performance Indicators**” and “**KPI**” means the Lessee’s performance of the obligations of this Agreement and substantial accomplishment of the Services pledged in the Proposal as captured in Schedule “B.”
- 1.7. “**Proposal**” means the Lessee’s offer and plan of Services outlined in this Agreement as captured in Schedule “A”.
- 1.8. “**Services**” means the Lessee’s projects, programs, services, and initiatives outlined in its Proposal expressive of the mandate of the Lessee, that the Lessee will perform or deliver to the community in the Facility pursuant to its Proposal.
- 1.9. “**Term**” means the period for this Agreement outlined in Section 2.
- 1.10. “**Town**” means the municipal corporation of the Town of Hinton in the Province of Alberta.

2. **Lease Rate**

- 2.1. The lease rate shall be set at \$XXXXX for the Term to be divided into ## payments and delivered unto the Town’s Accounts Receivable Department due ...
- 2.2. This rate will be adjusted annually at renewal or reissue of the Agreement to the applicable Lessee in accordance with comparative rates, financial performance for Services, and business objectives as determined by the Town.

3. **Term**

- 3.1. The Term of this Agreement is from the Commencement Date of DATE, to the Expiry Date of DATE, inclusive, unless terminated earlier in accordance with the provisions of this Agreement or renewed in accordance with this section.

- 3.2. No later than four (4) months prior to the Expiry Date, the Town and the Lessee will determine their willingness to renew this Agreement for a further one (1) year, for the period **DATE**, through **DATE**, inclusive.
- 3.3. Nothing in this Agreement may be construed as a guarantee that the Town will renew the Agreement for the third year.
- 3.4. The Lessee shall take the “Facility” as is upon the Commencement Date and is accountable for reporting and documenting maintenance or custodial concerns to the Town within fourteen (14) days:
 - i. The Lessee shall provide the Town written notice regarding the Facility of any accident or defect in electrical lights and wiring, the other pertinent structural elements of the Facility itself, that may or do affect safety and efficiency of the Facility and/or Services provided;
 - ii. Throughout the Term, the Lessee will report to Town any structural concerns regarding the Facility for correction.
- 3.5. The Lessee shall vacate the Facility, including removal of all property therein, no later than the effective Expiry Date of cancellation or termination, as applicable, and shall leave the Facility in a good and tenable state of repair, excluding ordinary wear and tear from the condition in which the Facility was received. Upon the Lessee vacating the Facility, the Town shall reimburse the Lessee a share of the rental fee proportionate to the remaining period of the Agreement, if paid and as applicable:
 - i. Upon termination of this Agreement, the Lessee will immediately return to the Town any property, documentation, records, or Confidential Information which is the sole property of the Town,
 - ii. The Lessee covenants to make itself ineligible for reimbursement should the conditions of cancellation regarding this Agreement be resultant of a Termination issued by the Town due to a breach of contract or warranty.
- 3.6. The Town’s rights of termination shall be in addition to any other rights or remedies it may have in law, in equity, or under this Agreement.
- 3.7. This Agreement may be terminated by either Party acting on its sole discretion upon provision of thirty (30) days’ written notice to the other Party.
- 3.8. If the Lessee is in breach of any terms or conditions of this Agreement, the Town may notify the Lessee of the breach and the requirements to remedy same within fourteen (14) days.
- 3.9. As an alternative to providing the Lessee with notice to remedy a breach, the Town may act to Terminate this Agreement and concurrently remedy the breach with own forces.
- 3.10. Should the Lessee fail to remedy a breach of this Agreement within a provided period or Terminate the Agreement before the Expiration Date, it may be disqualified from bidding on any other similar Request for Proposal issued by the Town.

4. **Agreement and Schedule Amendments**

- 4.1. This Agreement, including Schedules “A” and “B” in addition to the original RFP, may be amended at any time with consent of the Parties. Consent will not be unreasonably withheld.
- 4.2. All amendments to the body of the Agreement and to Schedules “A” and “B” will be in writing, be signed and dated by both Parties, and be noted as amendment(s) by addition to the Schedule “C” List of Amendments.
- 4.3. Amended Schedules “A” or “B” will be attached to this Agreement in the place of the former Schedule and be in effect for the remainder of the Term of the Agreement or until further amended or replaced in accordance with this section.
- 4.4. Amendment or replacement of any part of the Agreement, including a Schedule, will not render the remaining Agreement terms or conditions invalid nor require the Agreement be resigned to validate the amendment.
- 4.5. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

5. **Lessee Performance and Deliverables**

The Lessee will, in fulfilment of their duties hereunder, carry out such tasks as may be reasonably requested and to the satisfaction of the Town, it being agreed and understood that all such duties will be consistent with the Lessee’s experience and expertise. The Lessee will, during the Term:

- 5.1. Appoint a primary Liaison to the Town as a resource for all requests, enquiries, and correspondence, and cooperate with the Town in a timely manner.
- 5.2. Endeavour, to the best of its ability, to deliver the Services and accomplish the KPIs.
- 5.3. On execution of this Agreement and annually thereafter, provide the Town with a copy of current insurance policies naming the Town as additionally insured under the subrogate of waiver.
- 5.4. Annually submit to the Town a summary report, not to be received later than thirty (30) days following the Expiry Date, with key details including but not limited to:
 - i. Confirmation of the Services provided (hours/day, days/week, staff numbers, etc.),
 - ii. Revenue and expense budget and actuals for the costs of the Services, including a financial audit undertaken by a third party,
 - iii. User or patron statistics, and
 - iv. Any other program statistics gathered as part of the Service in that year as applicable.
- 5.5. The Town will exercise its right to refuse entry into a concurrent lease agreement with the Lessee if financial reporting is either not received or insufficient.

- 5.6. Provide interim verbal reports as requested to enable the Town to:
 - i. Monitor the performance of the Services and compliance with this Agreement, and
 - ii. Align other Town services, programs, applications, and projects with these Services.
- 5.7. Create, retain, and keep confidential administrative, operational, and financial files, records, data, correspondence, books, and other materials produced in relation to the Services, except as otherwise authorized by the Town.
- 5.8. Provide reasonable access to the records required on request of the Town during the Term and for two (2) years following the expiry of the Term.
- 5.9. At all times and in all respects abide by applicable municipal, provincial, and federal law, and regulatory requirements for the provision of Services. This includes provision of a current Town of Hinton Business License as well as any other licenses or permits that are required by governing bodies to be on display within the Facility and kept current to provide the Services throughout the Term of the Agreement.
- 5.10. Only purpose the Facility for the provision of Services as outlined in Schedule “A”. The Lessee shall not assign, sublet, nor part with possession of any of the Facility without the prior written consent of the Town, such consent not to be unreasonably withheld in instances of demonstrable continuity for the objectives outlined in Schedule “A”.

6. **Town Performance and Deliverables**

- 6.1. The Town in consideration of the receipt of the Services from the Lessee will, during the Term, appoint a Town Contact to the Lessee as a resource for all requests, enquiries, and correspondence, and cooperate with the Lessee in a timely manner.

7. **License to Occupy**

- 7.1. The Town grants to the Lessee the right to use and occupy the Facility as outlined in Schedule “A”, subject to the provisions of this Agreement.
- 7.2. The Lessee, during the Term of this Agreement, will be responsible for the Maintenance of the Facility.
- 7.3. Annually, Town custodial personnel will wax the Facility floors and undertake a light dusting of equipment therein. To facilitate this Maintenance, the Lessee will ensure the Facility is kept clear of clutter and the floors are free from hazards. In exchange for this, the Lessee covenants that custodial may use a small portion of the Facility to store the necessary equipment for floor waxing.
- 7.4. Except for the noise and other emanations natural and customary for the nature of the activities to be carried out in the Facility, the Lessee agrees not to use, cause, permit or allow on, at, or from the Facility:
 - i. Any harmful, noisy, or offensive act, trade, business, or activity,

- ii. Any hazardous activities or materials which, alone or in combination, are defined, listed, prohibited, controlled, or otherwise regulated by any governing authority, unless they are specifically required for the Maintenance and/or Services of the Facility and are conducted with all necessary permits and precautions, including notice to the public and Town Contact to prevent harm,
 - iii. Any illicit substances, and
 - iv. Anything that is or may become a nuisance or disturbance or cause damage to the Rec. Centre, the public, and occupants or owners of adjacent properties.
- 7.5. The Lessee agrees not to participate in, or knowingly permit any person to participate in, an activity in the Facility that is illegal or is conducted in a manner which could cause the cancellation of insurance or the refusal of an insurer to insure.
- 7.6. The Lessee will not make or erect in the Facility any installation, alteration, addition, or partition without submitting plans and specifications to the Town and obtaining the Town's prior written consent, not to be unreasonably withheld.
- i. The Lessee will consult with the Town with respect to the placement of any display, sign, advertisement, and/or notice. The colour, size, style, character, and material of the aforementioned will be as the Parties determine, with the cost for placement and acquisition born by the Lessee. The Lessee will, on termination of this Agreement and at own expense, remove any sign installed and repair any damages as may have been caused by such.

8. **Employees and Volunteers**

- 8.1. The Lessee is responsible for its persons employed to provide the Services including contractors, employees, and volunteers for its business with employer obligations as detailed under any applicable legislation and regulation including paying progress invoices, earnings and withholdings, and benefits, and for complying with both the Worker's Compensation Board requirements and the *Occupational Health and Safety Act and Regulations*.
- i. The Town will have the right to monitor the Lessee's work processes and procedures to ensure compliance with safety standards and regulations. Failure of the Lessee to comply with any and all relevant safety legislation may result in the immediate suspension or termination of this Agreement.
- 8.2. No contractual relationship will be created between any subcontractor and the Town. The Lessee agrees to bind every subcontractor by the terms of this Agreement, as far as applicable to the work of the subcontract.

9. **Damage to Property and Premises**

- 9.1. If the Facility is substantially or completely destroyed, damaged, or rendered untenable by any cause, and if, in the reasonable opinion of the Lessee after consultation with the Town, the Facility cannot be made fit for the purpose of the Services within Schedule "A" until the Facility is repaired and tenable again, all rent payments shall cease in relation to the portion of the Facility untenable, unless the Lessee is found culpable for such halt to Services.

9.2. The Town is not liable nor responsible for any loss or damage or injury to any property belonging to the Lessee located in the Facility. The Town is not liable in any event for any damage to any such property caused by any elements resulting from anything done or omitted by any other tenant or part of the building.

10. **Relationship of the Parties**

10.1. The Lessee is an independent entity, and nothing contained herein will be deemed or construed by either Party or by any third party as creating the relationship of principal and agent nor of partnership, nor joint venture between the Parties. For the purposes of the provision of Services outlined in Schedule "A", the Lessee is a contractor of the Town.

10.2. The Lessee agrees that it will not in any way directly or indirectly:

- i. Induce or attempt to induce any employee or other contractor of the Town to quit employment or retainer with the Town,
- ii. Conduct itself in such a way as to be threatening to the safety of Town staff;
- iii. Otherwise interfere with or disrupt the Town's relationship with its employees or contractors,
- iv. Discuss employment opportunities or provide information about competitive employment to any of the Town's employees or contractors, or
- v. Solicit, entice, or hire away any employee or contractor of the Town.

10.3. The Lessee will permit agents of the Town to enter the Facility from time to time for the purpose of inspections, repairs, alterations, or improvements to the Facility, during which the Town covenants not to unduly interfere with the Service of the Lessee.

11. **Liability, Insurance, Indemnity**

11.1. Nothing in this Agreement will have the effect of extending liability from the Lessee in the performance of its Services to the Town.

11.2. The Lessee will indemnify the Town and its employees, elected officials, servants, agents, volunteers, and persons for whom the Town is in law responsible and will hold each of them harmless from and against any and all liabilities, claims, damages, losses, and expenses including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Lessee of any provision of this Agreement, the performance of this Agreement by the Lessee, the Services provided by the Lessee or any error, omission, negligent or unlawful act of the Lessee, or the Lessee's servants, agents, employees, contractors or persons for whom the Lessee is in law responsible, and this indemnification will survive the Termination or Expiration of this Agreement.

11.3. At its own expense, the Lessee will acquire Commercial General Liability Insurance covering the legal liability of the Contractor providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage, including contractual liability. The Lessee agrees to reimburse the Town for any and all

damage(s) to the Town's property caused by the Lessee, or by its permitted subcontractors, in performing the Services. The Lessee will provide the Town with evidence of coverage which includes (i) broad form property damage, (ii) "loss of use" in the definition of property damage, and (iii) names the Town as an additional insured under the waiver of subrogation, named in the Town's favor.

- i. Where any automobile is used for the performance of the Services for the Town in this Agreement, the Lessee will provide automobile liability insurance covering all automobiles licensed in the name of the Lessee that are used in connection with the Services and providing at least two million dollars (CDN \$2,000,000.00) coverage, each occurrence, for injury, death, or property damage resulting from each accident.

11.4. The Lessee agrees that the amount of insurance required to be obtained by the Lessee will not be construed to limit or restrict the liability of the Lessee under this Agreement.

12. **Emergencies**

12.1. In the case of unsafe conditions or an emergency in the Facility, the Town or Lessee may act to remove or reduce a hazard that either Party in its sole discretion deems unsafe to persons, property, or the environment, and following such act will notify the other Party of the same as soon as practicable.

12.2. Neither Party will be responsible for any delay or failure to perform its obligations under the Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of public authority, Act of God, or any other cause beyond its control, except labour disruption. In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a Party, that Party shall give prompt notice to the other Party and will take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses. Should the Force Majeure event last for longer than thirty (30) days, the Town may terminate this Agreement, in whole or in part, without further liability, expense, or cost of any kind.

12.3. As a condition of this Agreement, the Town is obligated to provide unto the Lessee, and the Lessee is obligated to attend, emergency preparedness training regarding identified risks in the Facility in accordance with current emergency response procedures. It is the responsibility of the Lessee to ensure, if unable to attend, any personnel and subcontractors in the Facility are versed in same.

13. **Notices**

13.1. Any notice, report, correspondence, direction, or other action required by or provided for in this Agreement may be addressed as follows:

[name]
[street address]
Phone: [number]
Email: [address]
Attn: [position]

Dr. Duncan Murray Recreation Centre
805 Switzer Drive
Hinton, AB T7V 1V1
Phone: 780-865-6064
Email: hmark@hinton.ca
Attention: Recreation & Culture Supervisor

13.2. If mailed or couriered, correspondence will be deemed received and to be effective on the second day following the day on which:

- i. it was deposited with Canada Post (in the case of mail), or
- ii. the courier pick-up date.

13.3. If sent by electronic mail, correspondence will be deemed received and to be effective the next business day after the date stamp of the send.

13.4. Notice of a change of address or contact information should be provided by each Party to the other in the like manner.

14. **Disputes**

14.1. A dispute arising from the exercise or interpretation of this Agreement not negotiated to a mutually agreed upon solution within forty-five (45) days may be referred by either Party to binding arbitration with an arbitrator selected from the registered membership of the Association of Arbitrators and Mediators of Alberta.

14.2. The costs of the arbitrator, arbitration hearing and related items will be borne equally by both Parties to the Agreement, unless otherwise determined appropriate by the arbitrator/mediator.

15. **General**

15.1. This Agreement will not be assigned, in whole or in part, by the Lessee without prior written consent of the Town.

15.2. The continuity of this Agreement is determinate upon the Lessee, its heirs or assigns, ability to provide the Services as outlined in Schedule "A" in accordance with the metrics in Schedule "B" within the Facility. Should the Town deem such heirs or assigns unfit to continue Services, this Agreement will be terminated immediately at no cost to the Town. Such heirs or assigns will be responsible to vacate the Facility in accordance with the responsibilities of the Lessee.

15.3. The Lessee covenants that in entering into this Agreement, the Lessee has taken as much time as thought necessary to investigate the nature and facts of this Agreement and has sought as much independent advice as the Lessee deems necessary before executing this Agreement.

15.4. Headings in this Agreement are for convenience of reference only and will not be determinate in construction or interpretation of the contents herein.

15.5. This Agreement will be governed by and interpreted to align with the laws in force in the Province of Alberta.

16. Freedom of Information

16.1. Notwithstanding the termination or expiry of this Agreement, information and records compiled or created under this Agreement whether in the custody of the Town or the Lessee are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25 (the “FOIP Act”).

16.2. A Party receiving a request for the records in a form according with the FOIP Act will notify the other Party of the request within five (5) calendar days.

16.3. Release of records in response to a FOIP request will be undertaken jointly, promptly, and cooperatively to ensure the compliance of both Parties with the FOIP Act.

16.4. It is acknowledged that the Lessee may have access to “Confidential Information” regarding the business of the Town. Confidential Information will include, but is not limited to, financial information, intellectual property and engineering information or plans, business plans, concept plans, regulatory information, intellectual property and any other information owned by, used or concerning the Town, which is not publicly known (including the terms of this Agreement and any information developed in conjunction with the Lessee providing the Services) and any other proprietary information, records, trade secrets and documentation owned by, used by or concerning the Town, whether in written, oral, electronic or other form, whether disclosed before or after execution of this Agreement, whether or not specifically described or marked as confidential and whether provided by the Town or an authorized agent of the Town. Notwithstanding the foregoing, the release of information or intellectual property will be at the Town’s discretion. The Lessee covenants and agrees that all Confidential Information disclosed will (a) be kept in strict confidence, (b) not be used, dealt with, or exploited for any purpose or purposes other than the provision of the Services, and (c) not be disclosed to any person or persons unless required by law. This obligation will survive indefinitely upon termination of this Agreement.

17. Publication Rights

17.1. All documentation in the possession or control of the Lessee relating to the Services facilitated by this Agreement is the sole and exclusive property of the Town and publication and reproduction of same must be preceded by the prior written approval of the Town.

18. Entire Agreement

18.1. This Agreement contains the entire Agreement between the Parties relating to the Services, and supersedes all prior and contemporaneous agreements, understandings,

negotiations, and discussions whether oral or written of the Parties; there are no general or specific warranties, representations, or other agreements by or between the Parties in connection with this Agreement or the subject matter of it, except as specifically set forth herein.

18.2. A waiver by the Town of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate of the provision or any other in this Agreement, nor will it be deemed a waiver of any subsequent exercise of the same or any other provision.

18.3. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.

19. Counterparts and Electronic Transmission

19.1. This Agreement may be executed in any number of counterparts, and each executed counterpart will be an original. All executed counterparts taken together will constitute one Agreement. This Agreement may be delivered by electronic means.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

TOWN OF HINTON

LESSEE

Per: _____
Name:
Title: Parks, Rec & Culture Manager

Per: _____
Name:
Title:

Per: _____
Name:
Title: Rec. & Culture Supervisor

Schedule “A” Proposal of Services

Through the Recreation Pro Shop (the Facility), the Lessee will:

1. Provide ... services and ...
 - Provide and supply all equipment, inventory, and the like required to perform the Services as outlined in the Proposal, this Agreement, and Schedule “A”.
 - Provision of Services is to be undertaken in a competent, adequate, and professional manner using care and diligence while acting in the best interests of the Town.
2. Offer exceptional customer service and provide information to the public via phone, email, and in-person during operating hours, providing a welcoming and informative environment for customers in accordance with customer service expectations for Town staff
3. Undertake all other occupational costs relating to the operation of the Services and Maintenance of the Facility
4. Staff and operate the Facility to the public during the following times:
 - ...
 - The Lessee may expect to be on call and may vary their hours determinate upon public demand for Services
5. Negotiate with the Town in advance if the Lessee’s budgetary restrictions necessitate a formal shortening of service hours, service offerings, or goods/materials provided.
6. Collaborate with the Town to determine best operating hours and the availability of equipment for purchase and rent to maximize on the programmed use of the Rec. Centre.
7. Notify the Town at least one week in advance if the Facility will not be open with staff available during the stipulated days or hours.
8. Maintain the cleanly, orderly, and respectable state of the Facility, and accept responsibility for major maintenance and repairs to the Facility occurring throughout the term of the Lease, and as determined by the Town.
9. Facilitate the Town’s quarterly inspection to be scheduled for a time coordinated between both Parties.
10. Ensure that operations undertaken within the Facility are done so in accordance with all health and safety acts, regulations, and policies which govern the operations of the municipality, including applicable provincial and federal information.

Schedule “B” Key Performance Indicators (KPIs)

Key Performance Indicators of the Lessee are that:

- 1) The Lessee has fulfilled all its obligations under section 5 of this Agreement.
- 2) The Lessee substantially delivered the Services as described in its Proposal and outlined in Schedule “A.”

APPENDIX B – SUBMISSION FORM

1. Bidder Information

<i>Please fill out the following form, naming one person to be the contact for the RFP response and for any clarifications or amendments that may be necessary.</i>	
Full Legal Name of Bidder:	
<i>Any other relevant name under which the Bidder carries on business:</i>	
Street Address:	
Town, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The Bidder acknowledges that this RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship nor obligations created until the Town and a Contractor have executed a written contract.

3. Ability to Provide Deliverables

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under this RFP. The Bidder represents and warrants its ability to provide the deliverables required under this RFP. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

FORM TITLE	INITIAL TO ACKNOWLEDGE INCLUSION
Submission Form	
Reference Form	

4. Addenda

The Bidder is deemed to have read and accepted all addenda issued by the Town prior to the Deadline for Issuing Addenda. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line: _____.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means:

- (a) in relation to this RFP process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, Confidential Information of the Town in the preparation of its proposal that is not available to other Bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of any decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or
- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.
- (c) If the box below is left blank, the Bidder will be deemed to declare that (i) there was no Conflict of Interest in preparing its proposal; and (ii) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFP.
- The Bidder declares that there **is** an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
- (d) If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest, and must explain why the Bidder believes that the Conflict of Interest should not result in disqualification from the RFP process:

The following individuals, as employees, advisers, or in any other capacity with the Town (a) participated in the preparation of this proposal; **AND** (b) were employees/contractors of the Town and have ceased that employment within twelve (12) months prior to the Submission Deadline:

Name of Individual:	
Job Classification:	
Department:	
Last Date of Employment with the Town:	
Name of Last Supervisor:	
Brief Description of Individual's Job Functions:	
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:	

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder shall provide the Town with additional information from each individual identified above in the form prescribed by the Town.

6. Disclosure of Information

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by the Town retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Bidder Representative

Name of Witness
Date:

Name and Title:
Date:
I have authority to bind the Contractor

APPENDIX B Cont. APPLICATION FORM

Address all seven (7) items below. The information provided will guide the Town in its decision on whether to move forward with a Bidder regarding contract negotiations for operation of the Pro Shop. There is no page/word/character limit for responses to the questions.

1. Describe your “vision” for the Pro Shop:

What will you offer (services, goods/materials); what do you propose for hours and operating season (i.e., ice season, full-year, off-season); how does your proposal contribute to sport/leisure in the community?

2. What qualifies you to provide the service(s) you outlined above?

Speak to your experience, certifications/qualifications, education, etc.

3. Describe your team:

- Organization/business size and structure
- Who works for you and their experience/qualifications
 - Summary of the knowledge, skills, and expertise your team has in recreation, leisure, sporting, etc. (or the applicable field based on your proposal)
 - Number of years your team has been in operation providing similar services
- Any subcontractors/partners that would support your operations, including details of the relationship you have with these stakeholders (past projects undertaken together, for example)

4. Would you be supplying all your own equipment for any services you plan to offer, or would you request that the Town consider supplying the operating equipment?

If the latter, specify what equipment you’d require exactly:

5. What would you propose as a fair rental rate for the space and what payment schedule would accommodate you?

6. Outline your approximate costing for goods/materials and services (including projections for mark-ups and margins), as well as the percentage you propose the Town receive for net sales.

7. Identify if there is anything included within the information in this proposal that is particularly sensitive (“Confidential Information”).

Note: once submitted, this proposal in its entirety becomes the property of the Town which, as a governing body, is subject to the freedom of information requirements as legislated under FOIP.

APPENDIX C – REFERENCE FORM

Each Bidder is requested to provide three (3) references, and a minimum of at least one (1) reference is strongly recommended. References are ideally from clients that have obtained similar goods or services to those outlined in the proposal from the Bidder in the last five (5) years.

Reference #1 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date(s) Work Undertaken:	
Nature of Assignment:	

Reference #2 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date(s) Work Undertaken:	
Nature of Assignment:	

Reference #3 Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date(s) Work Undertaken:	
Nature of Assignment:	

APPENDIX D – FACILITY SITE MAP

DR. DUNCAN MURRAY RECREATION CENTRE - Skate Sharpening Room

SCALE = 1:100

