



Invitation to Tender

FOR

**“THE OPERATION AND MAINTENANCE OF
EASYFORD COMMUNITY CENTRE”**

8502 TWP RD 501

CONTACT INFORMATION:

Colin Loose
Parks & Recreation Supervisor

Brazeau County
Box 77 – 7401 Twp Rd 494
Drayton Valley, Alberta, T7A 1R1

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Closing Time

April 3, 2024
2:00 P.M. Mountain Time

1. PROJECT OVERVIEW

Brazeau County (the County) by means of this Tender invites organizations to submit bids according to the County's requirements, hereinafter referred to as services, which are described and detailed in Appendix "A": Service Parameters.

2. BID DELIVERY & SUBMISSION

The closing time for this tender is April 3, 2024 at 2:00 P.M., Mountain Time. Bids must be received at the following address before the closing time:

Brazeau County
Box 77 – 7401 Twp Rd 494
Drayton Valley, Alberta, T7A 1R1

Bids must be submitted in person, sealed in a plain envelope marked "BID SUBMISSION: OPERATION AND MAINTENANCE OF EASYFORD COMMUNITY CENTRE" to the attention of Colin Loose. Received bids that do not conform to these requirements may be rejected.

3. BID SUBMISSION EXTENSION REQUEST

Any request for an extension to the closing time will only be considered if received, in writing, 48 hours before the established closing time. Extension requests may not be granted.

4. ELEMENTS TO BE INCLUDED IN THE BID

- i. Indicate all aspects of the general management, operation and maintenance services for the community centre as outlined in Appendix "A": Service Parameters.
- ii. A risk management plan as outlined in Appendix "A": Service Parameters.
- iii. The organization's prior experience with the operation of similar recreational services and a list of references to be contacted, if applicable.
- iv. The names and a resume for each of the key personnel who will be involved with the services performed as set out in the respondent's bid.
- v. Indicate all services to be offered beyond the typical community centre operations and indicate their associated fees.
- vi. A firm proposal of compensation from the County as outlined in Appendix "A": Service Parameters.
- vii. A signed copy of the Invitation to Tender, respondent's bid and any addendums issued.
- viii. All interested proponents **must be made available for tentative interviews on April 19 and April 22. Please note only bids selected to be shortlisted will be contacted to schedule interviews.**

5. ADDENDA

The County reserves the right to respond to questions, make clarifications and changes, in its sole discretion, to the Invitation to Tender at any time prior to the closing time through the issuance of addenda. Respondents are cautioned to ensure they have received and reviewed all addenda (if any) prior to submitting a bid. All addenda issued by the County form part of the Invitation to Tender. Addenda to the Invitation to Tender will be issued directly through Alberta Purchasing Connection and the Bids and Tenders websites only; the respondent is responsible for ensuring that addenda are received. The County is not responsible for ensuring proponents' receipt of addenda.

6. FEES & REMUNERATION

The Invitation to Bid is for the contract of services as described in Appendix "A": Service Parameters.

- i. All financial information must be quoted in Canadian funds, exclusive of GST.
- ii. Provide complete fee and financial compensation information as requested in the Service Parameters.

7. NEGOTIATION AND SELECTION

By submitting a bid, proponents accept that a contract may be negotiated between the County and the proponent whose proposal is evaluated as the best value for service. The County reserves the right to negotiate with any proponent, or more than one proponent. If the parties, after having negotiated in good faith, are unable to conclude a formal agreement, the County and the proponent will be released without further obligations other than any surviving obligations regarding confidentiality and the County may, at its discretion, contact the proponent of the next best rated bid and attempt to conclude an agreement with it, and so on until an agreement is reached.

The County may at its discretion:

- i. Negotiate with a proponent to award a contract for all or a portion of the work
- ii. Cancel the Invitation to Tender and issue a new tender with a new scope of work
- iii. Cancel the Invitation to Tender in its entirety.

8. COMMITMENT

Respondents are advised that the County makes no commitment under the Invitation to Tender. No contract shall be formed as a result of submitting a bid in response to the Invitation to Tender until and unless the County enters into a formal written contract with the successful proponent to provide the services.

The County is under no obligation to award a contract as a result of the Invitation to Tender and reserves the right to terminate the Tender process for any reason, at any time. The County may then do nothing, retender, sole source or complete the work with the County's own forces.

Except as expressly and specifically permitted in these instructions to bidders, no proponent shall have any claim for any compensation of any kind whatsoever, relating to the Invitation to Tender including accepting a non-compliant bid, and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

9. CONTRACT TERM

The contract resulting from this request will cover the term specified in the Service Parameters. The contract term can be extended, based on mutual consent and on the respondent's acceptable performance.

10. CONTRACT

The successful proponent will be required to enter into a contractual agreement with the County. Submission of a bid indicates acceptance of all the terms of the Invitation to Tender unless specifically noted in a statement of non-compliance

11. PROPOSAL VALIDITY PERIOD

All proposals will be valid and open for acceptance by the County for a period of 90 days from the closing time.

12. CLARIFICATION

The County reserves the right to seek clarification from any respondent to assist in the evaluation of its bid.

13. BID EVALUATION

Bids will be opened publicly on April 3, 2024 at 2:15 P.M. Mountain Time at the County Office, 7401 TWP RD 494 Drayton Valley, Alberta. Bids will be evaluated as soon as possible after bid opening. The County will use the following guideline to assist in evaluating bids.

Professional/Related Experience & Interview	25%
Remuneration	25%
Operating Plan	25%
Risk Management Plan	25%

14. ACCEPTANCE OR REJECTION

The County may, in its sole discretion, accept or reject for its consideration any and all proposals. The lowest or any bid may not necessarily be accepted. Without limiting the generality of the foregoing, the County may reject proposals which are:

- i. Incomplete, obscure, irregular or unrealistic
- ii. Have one or more errors
- iii. Omit a fee or remuneration of any one or more items in a schedule
- iv. Fail to complete the information required in any appendix, tabulation or addendum
- v. Have not complied with applicable laws and legislations.

15. AWARD

The County reserves the right to reduce the total proposed fees or remuneration by deleting any portion or partial service of any section from any schedule and awarding to the low respondent as determined on the basis of such reductions, with all areas awarded to one respondent. Fees and dividends must remain firm for all areas regardless of the services awarded.

16. AMEND OR REVOKE PROPOSAL

A respondent may amend or revoke its proposal prior to the closing time by submitting a clear and detailed written notice to the County.

17. COST OF PREPARATION

The respondent is responsible for all costs of preparing and presenting its proposal and, if applicable, any negotiation and finalization of any agreement with the County.

18. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (Alberta)

The County recognizes that each response may contain information in the nature of trade secrets or commercial, financial, labour relations, scientific or technical information of or about a respondent. The County also understands that responses to the Invitation to Tender are provided in confidence and protected from disclosure to the extent permitted under law. The County is, however, bound by the *Freedom of Information and Protection of Privacy Act (Alberta)* and all documents submitted to the County will be subject to provisions of this legislation. The respondent should identify appropriate parts of its bid as confidential since this will clearly establish its expectations toward the document, both to the County as a public body and to the Information and Privacy Commissioner in any review or refusal of access. The County, however, may not be able to meet these expectations in every instance.

19. FISCAL FUNDING

The respondent acknowledges that the County cannot make commitments beyond the County's current fiscal year. In the event the approving authority does not appropriate funds for a purchase relating to the Invitation to Tender, the County shall notify the respondent of its intention to terminate the Invitation to Tender. Award is contingent upon receipt of funding. Pending the available budget for this contract, the County may proceed with part of the submitted scope until further funds are available to complete the whole scope, or because the funds might be from different sources. However, if the whole submission is falling within the available budget, than the whole submission may be considered as one package.

20. RECAPITULATION OF BIDS

The County reserves the right to internally publish the names of respondents and any summary cost information deemed appropriate by the County.

21. BID RETURN

Bids and accompanying documentation, upon receipt by the County, will become the property of the County and shall not be returned to the respondent.

22. LITIGATION

The County will not consider bids received from individuals or legal entities engaged in litigation with the County as a party adverse in interest at the time of the Invitation to Tender.

23. CONTRACT TERMS AND CONDITIONS

The County intends to issue an executed contract resulting from the Invitation to Tender.

24. INVITATION TO TENDER INCORPORATED INTO BID

All of the provisions of the Invitation to Tender and addenda are deemed to be accepted by each proponent and incorporated into each proponent's bid.



APPENDIX - A

SERVICE PARAMETERS

A.1 BACKGROUND / INTRODUCTION

Easyford Community Centre, located approximately 16 kms Northwest of Drayton Valley along RR 85 at TWP RD 501. The community centre is a multi-use, year round facility ideal for weddings, family gatherings, business functions, organized recreational events, sporting events and much more. A spacious yard allows for group camping, a fire pit, horseshoe pits, and playground. The community centre offers 5,780 ft² of space, is wheelchair accessible, has capacity for 250 people and features a commercial kitchen.

The County seeks bids from individuals, community groups, businesses or organizations interested in operating and maintaining the community centre with the term ending October 31, 2024. The operator will not be permitted to take bookings beyond October 31, 2024. The County's general eligibility requirements of interested proponents are as follows:

- Carry liability insurance as outlined in subsection A.5
- Carry Worker's Compensation as required

A.2 OPERATION MINIMUM STANDARDS

Brazeau County requires Easyford Community Centre to be managed, operated and maintained by a positive and responsible operator. The operator must adhere to the following operational standards:

- Manage and operate the community centre until October 31, 2024.
- Manage and employ all human resources, financial, administrative, marketing and caretaking duties related to the community centre.
- Undertake all operating expenses, including janitorial, mowing, minor repairs, carrying liability insurance, and other staffing costs.
- Undertake all maintenance duties and expenses as outlined in Appendix A.3 and ensure the community centre and the grounds are aesthetically pleasing for clients.
- Ensure all facility activities are conducted in accordance with any applicable statutory provisions including verification of liquor permit requirements as required.
- Ensure all staff and community centre representatives display a professional demeanor, positive image and actively promote the community centre and the region's recreational opportunities.
- Ensure that a caretaker will be responsive to inquiries throughout the contract term.
- Ensure a professional appearance of the community centre is maintained, the facilities remain in good working order and all services are available during bookings.
- Collect all approved rates and fees, as set out in the Service Agreement.
- Remit, to the County, all financial remittances in accordance with the Service Agreement.
- Comply with all applicable legislation, bylaws and regulations, as well as any written direction from the County.

A.3 MAINTENANCE REQUIREMENTS

The operator must undertake the following maintenance activities:

- All minor repairs and related expenses not exceeding \$500.00. Minor repairs will include repairs to the community centre's services, all utilities exempting the water well, and all facilities, amenities, structures and assets exempting the playground.
- All maintenance expenses, regardless of cost, including: painting buildings, amenities and facilities; performing maintenance on all utilities with the exception of the water well; maintenance on all facilities, buildings, and amenities exempting the playground; and performing maintenance on all vehicles, equipment and tools.
- All vegetation control including, mowing, grass trimming and planted vegetation care.

The County will maintain the gravel parking area, maintain the water well, will inspect and maintain the playground, and will provide herbicide application services from time to time as determined necessary by the County. The County will pay for the property's utility expenses including natural gas, electricity and property insurance.

The operator should note that the County will only undertake repairs exceeding \$500.00 if the County has given the operator prior written approval. The County retains the right to refuse any repair, expense or claim made by the operator. All of the operator's losses, whether it be damage, theft, vandalism, disaster or liability, will be the sole responsibility of the operator.

A.4 RISK MANAGEMENT PLAN REQUIREMENTS

The operator must develop a risk management plan for community centre, which must include:

- Detailed facility inspections, risk identification and mitigations.
- Detailed evacuation plan, muster points and contact procedure.
- Overview of Occupational Health and Safety plan including process for recognizing, reporting and addressing hazards and incidents if applicable.
- Detailed waiver of liability that waives liability for both the operator and the County.

A.5 INSURANCE REQUIREMENTS

The operator must maintain the following insurance:

- Insure its operations under a contract of comprehensive general liability insurance in an amount of not less than five million (\$5,000,000.00) dollars per claim which insurance shall:
 - o Name Brazeau County as additional insured.
 - o Require at least thirty (30) days written notice to the County by insurance provider if termination or material alteration during the term.
 - o Contain a provision that the Operator’s insurance is primary.
 - o Contain a severability of interests’ clause and a cross-liability clause, where applicable.
- Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Operator in an amount not less than \$2,000,000.00.
- “All Risks” property insurance on a replacement cost basis on all property owned by the Operator, and such insurance is to extend to the Operator’s legal liability for the County’s equipment in its care, custody or control, including but not limited to all items listed under the Service Agreement. Coverage shall be in forms and amounts sufficient to cover the value of the destroyed property or the cost of its repair.
- Ensure that each policy of insurance required above is endorsed to provide the County with thirty (30) days advance written notice of cancellation or material change.
- Provide evidence satisfactory to the County that all required insurance is obtained prior to the commencement of the agreement, and shall promptly provide the County with a certified true copy of each policy.

A.6 PROPOSED FEES AND REMUNERATION

Proponents must follow the rates and fees as outlined in Appendix “B” and must identify any rates or fees for services supplemental to the prescribed rates. All revenues received by the operator will be kept by the operator.

Proponents must indicate a rate of remuneration from the County based on a combination of a monthly fee as well as a rate based on proportion of monthly occupancy. Remittance to the operator will be completed monthly upon providing the County with an invoice and occupancy rates.

The County may consider alternative proposals by respondents. Bids from organizations that are able to demonstrate added value to the community may be considered.

A.7 BID REQUIREMENTS, FORMAT AND RESPONSE

Interested organizations are encouraged to submit bids for the operation and maintenance of Easyford Community Centre. In addition to the other requirements of this Invitation to Tender, respondents should also include all the following information within the bid:

- List the organization’s key personnel and include their role within the organization and their experience.
- Provide an overview of the operating plan, including a description of staffing and contracted services; list of vehicles and equipment; promotion and advertising plan; and an overview of daily, weekly, monthly and annual duties and tasks relating to the community centre’s operation and maintenance.
- Provide an overview of the risk management plan
- Describe value-added services that the individual/organization will contribute to enhancing users experience, to enhance the sense of community in the area, and the efficiencies to be created in the community centre’s operations.
- All interested proponents **must be made available for tentative interviews on April 19 and April 22. Please note only bids selected to be shortlisted will be contacted to schedule interviews.**

A.8 SCHEDULE/MILESTONES

Task	Start	Finish
Invitation to Bid Release by the County		February 15
Deadline for vendor submissions (2:00 p.m.) & Bid Opening (2:15 p.m.)		April 3
Vendor Selection Review	April 4	April 22
Service Agreement Contract Approval and Bid Award by Council		May 9
Service Agreement Contract Approval by Contractor		May 23

A.9 AUTHORIZATIONS

	Signature:	Date:
Brazeau County’s Director of Community Services:		
Proposal Authorized Representative:		



APPENDIX - B

RATES AND FEES

Easford Community Centre 2024 Fees	
4 Hour Rental	\$200
1 Day Rental (10 a.m. – 10 a.m.)	\$600
2 Day Rental (Fri 10 a.m. – Sun 10 a.m.)	\$900
3 Day Rental (Fri 10 a.m. – Mon 10 a.m.)	\$1,200
4 Day Rental	\$1,500
Kitchen Rental Only (per day)	\$100
Extra Hours (exceeding day rental hours)	\$25
Wine Glasses (165 Count)	\$75
Projector & Screen	\$100
Camping Power Usage (per day)	\$100
Non-Refundable Cleaning Fee	\$100
Damage Deposit/Booking Fee*	\$500
<p>*If hall is not cleaned including garbage removal, a fee of \$250 will be deducted from the damage deposit Note: rentals less than 4 hours by non-profit organizations are exempt from fee</p>	