



**REQUEST FOR PROPOSAL
Baytex Energy Centre - CONCESSION
OPERATIONS**

RFP # TPR2025012

Issued: Tuesday, July 15th, 2025

**Town of Peace River
PO Box 6600
Peace River, Alberta,
T8S 1S4**

REQUEST FOR PROPOSAL BAYTEX ENERGY CENTRE - CONCESSION OPERATIONS

The Town of Peace River (the "Town") invites proposals from qualified firms to provide services to operate the concession for the Town of Peace River, in the Baytex Energy Centre.

All contract documents are available through the Town of Peace River website at www.peaceriver.ca. The Proponent is solely responsible for ensuring any addenda are downloaded, reviewed, and included in their bid.

1. OVERVIEW

- 1.1. The Town of Peace River (The Town) is seeking proposals for the operation of the Concession located within the Baytex Energy Centre. The facility offers an NHL ice surface, three court fieldhouse, walking track and meeting space. The facility is open twelve months of the year, with the winter ice season from September to March being the busiest period. The Concession located on the second floor is a critical service during the ice season, on weekends for practices, games, tournaments, and events. Visitors are seeking classic, quick food options while at the facility. Details of the space and service requirements are provided under Technical Specifications.

2. RFP TIMELINES

- 2.1. RFP Posting Date: Wednesday, July 15th, 2025
- 2.2. RFP Closing Date: Wednesday, August 26th, 2025
- 2.3. RFP Closing Time: 2:00pm – local time

3. RFP QUESTIONS

Questions regarding specifications can be directed to the following contact:

- 3.1.1. Brian Wollis, Manager of Recreation and Parks 780-624-3204

4. BID SUBMISSION

- 4.1. The Town of Peace River (Town) shall receive Proposals for supply of services specified in the Proposal documents, in accordance with the instructions herein.
- 4.2. **Proposals must be clearly marked as “Town of Peace River RFP No. 2025012” and submitted in one of the following formats:**

Proposals may be submitted physically to:

Town of Peace River

PO Box 6600

9911 100 Street

Peace River, Alberta, T8S 1S4

Attention: Tanya Bell, Director of Community Services

OR

Proposals may be submitted electronically in pdf format with the RFP name and number noted in the email subject line, attention to Tanya Bell at tenders@peaceriver.ca.

- 4.3. The Town shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a Proponent prior to or subsequent to or by reason for the acceptance of or the non-acceptance by the Town of any proposal or by reason of any delay in the acceptance of a proposal.
- 4.4. Proposals received after the closing date and time specified herein will not be considered and will be returned unopened or destroyed.
- 4.5. The Town reserves the right not to proceed with the Contract, to accept any one or more, or all, proposals, and to eliminate any or all items from the Proposal. The Town shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services proposed for the purpose for which such items or services are required. The Town's interpretation of all RFP clauses shall prevail.
- 4.6. **There will be no public opening for this Request for Proposal (RFP).**

5. SUBMISSION FORMAT AND SIGNING

- 5.1. The Proposal must be signed by the proponent. The proponent undertakes, acknowledges, confirms, agrees that by signing and submitting a proposal to the Town, that proposal then constitutes an offer to enter into a Contract to perform the work stipulated in the RFP documents. If accepted by the Town, the proposal binds the proponent to the terms and conditions herein.

6. DOCUMENT DISTRIBUTION

- 6.1. The Town will post all documents pertaining to this RFP, including all addenda, questions and answers on the Town's website.

7. GENERAL TERMS AND CONDITIONS

- 7.1. **Regulations** – Proponent agrees to comply with applicable federal, provincial, local rules and regulations. These include, but are not limited to, the following:
 - 7.1.1. Federal, Provincial and local health, safety and licensing laws and/or regulations relating to sale(s) of goods; and Town of Peace River Municipal Bylaws.
- 7.2. **Insurance** – Proponent shall be required to take out and maintain insurance in the following amounts during the entire performance of its activities pursuant to a contract agreement:
 - 7.2.1. Comprehensive General Liability Insurance, including products and completed operations coverage, for property damage and bodily injury liability with not less than \$5,000,000 combined single limits per occurrence.
 - 7.2.2. Prior to any work or performance pursuant to a contract agreement, the proponent shall provide a Certificate of Insurance. A statement

naming the Town of Peace River additional insured will be required.

7.2.3. Proponent agrees to provide at least thirty (30) written days' notice prior to cancellation of any of the insurance requirements set forth above. Cancellation of insurance shall be grounds for cancellation of any contract.

7.3. **Maintenance** - All regular maintenance performed on equipment and/or internal structures, including routine cleaning and preventative maintenance shall be the responsibility of the proponent.

7.4. **Customer Service** – The proponent understands the importance of providing high quality and effective customer service and agrees to comply with this standard. The proponent shall honor all reasonable requests for refunds from customers. All customers are expected to be treated with courtesy.

7.5. **Assignability** – The proponent shall not assign any interest in the contract agreement and shall not transfer any interest in same.

7.6. **Relationship** – Nothing contained in the Agreement shall establish an employer-employee relationship between the proponent and its employees, subcontractors or independent contractors. The proponent shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors.

7.7. **Duration** – The contract agreement shall become effective as of the date to be determined and written through a three-year period, provided however, that either party may terminate said contract agreement at any time with or without cause by giving one thirty (30) days written notice of such termination and specifying the effective date.

7.8. **Protection of Privacy Act** - The bid and any other accompanying documentation submitted by the Proponent prior to the closing date specified in this document shall become the property of the Town and shall not be returned. The bid shall be subject to the Protection of Privacy Act. The Proponent must identify any information contained in the bid that is submitted in confidence.

7.9. **Health and Safety**

7.9.1. The proponent shall conform to the regulations contained in the Occupational Health and Safety Act, Statutes of Alberta, 2020 and any amendments. The proponent shall be the Prime Contractor and required to maintain a safety program for all Contractor staff.

7.9.2. The Contractor shall submit to the Town at the time of entering into the Contract a satisfactory Certificate of Clearance from the Alberta Workers Compensation Board.

8. STANDARD OPERATING LEASE

- 8.1. An example of a standard operating lease to be signed by the successful Proponent and Town is provided in APPENDIX C.

9. ADDITIONAL INFORMATION

- 9.1. Except as expressly and specifically permitted in the RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a bid, each Proponent shall be deemed to have agreed that it has no claim.

9.2. Local preference within purchasing policy

- 9.2.1. Within the Town of Peace River's Purchasing Policy, this Local Preference Policy gives preference to local companies when the Town purchases goods and services and awards contracts of any kind. Proponents should familiarize themselves with this policy, located at www.peaceriver.ca/tenders/

9.3. Vending Machines

- 9.3.1. Vending Machines are not included within this RFP and are posted within a separate process.

9.4. Parking

- 9.4.1. Staff parking onsite available for duration of daily operations. No overnight parking or trailer/equipment parking on site.

TECHNICAL SPECIFICATIONS

8. CONTRACT PERIOD

- 8.1. The contract period will be determined upon successful award of the proposal to a proponent.
- 8.2. The intent is a three-year agreement, with an option for renewal.

9. SITE SPECIFICATIONS

The objective of this RFP is to award a three-year agreement for the operations of the concession that will be in the newly constructed Baytex Energy Centre.

- 9.1. The Concession includes the following space for lease:
- 377 Square Feet- main concession
 - A small portion of storage area – approximately 7ft (w) x 15ft (l). Storage in this area must be contained within locking cabinets (cabinets/locking shelving to be provided by Proponent for duration of lease)

- 9.1.1. Site drawings are included in APPENDIX B.

9.2. Concession Equipment

- 9.2.1. The following equipment is owned by the Town and will be available as a part of the operating lease for the Concession.

- Deep Fryer – 2 each
- Broiler
- Two burner range with griddle
- Double door Cooler – 2 each
- Double door freezer – 2 each
- Push button hot beverage dispenser – 2 each
- Hot Water Dispenser
- Hot Dog Grill with Bun Warmer
- Microwave
- Popcorn Machine
- Nacho Machine
- Conveyer Toaster
- Undercounter Dishwasher
- Metal storage island
- Metal food prep station – 2 each
- Single door glass front cooler
- Plumbed in drip coffee machine

9.2.2. Further details on the equipment listed can be provided upon request.

10. SERVICE EXPECTATIONS

- 10.1. The successful Proponent shall supply and deliver an effective concession operation and service for the Town of Peace River – Baytex Energy Centre.
- 10.2. Town requires operator to be open at a minimum for the following hours during the ice season, September 1 to March 31 annually. In addition to be open the last 2 weeks of August should pre-season ice be implemented, which is decided on an annual basis.
 - Friday: 3:00pm to 11:00pm
 - Saturday: 7:00am to 11:00pm
 - Sunday: 7:00am to 6:00pm
- 10.2.1. Open additional hours for events/tournaments/games as identified by the Town which notice will be provided to the operator in advance. Notice would provided be based on confirmation of bookings by user groups.
- 10.3. The Proponent may exceed these minimums at their discretion. Consultation with the Manager of Recreation and Parks will determine the actual hours of operation with the successful proponent.
- 10.4. The Proponent agrees to obtain at its sole cost and expense all permits, licenses and service contracts required for the operation of the business and to deal with the disposal of all grease as required by law.
- 10.5. All Proponent's leased or owned equipment shall be subject to the approval of the Manager of Recreation and Parks prior to award. The Manager of Recreation and

Parks reserves the right to disallow the installation of any equipment that is not suitable to the Town.

- 10.6. The Proponent agrees to pay its own charges for telephones and internet.
- 10.7. The Proponent agrees to be responsible for its own security of the premises from theft, vandalism, and usual perils, carry its own insurance against fire, theft and equipment break down.
- 10.8. The Proponent acknowledges that people who rent other areas within the Baytex Energy Centre for functions will be allowed to make their own arrangements for food services and this agreement does not give the Proponent any special rights to provide such services; however, the Proponent shall be at liberty to contract with such persons to provide them with food services in other rooms.

10.9. Health Inspections

- 10.9.1. The Proponent agrees that they are responsible for all inspections of the Concession Booth performed by Environmental Health, Alberta Health Services, all of which must be satisfactory. A copy of the annual inspection report, and any other inspection reports, must be supplied to the Manager of Recreation and Parks to keep on record.

10.10. Notice of Accidents/Defects

- 10.10.1. The Proponent shall give the Town prompt written notice of any accidents or incidents or of defects in the sprinkler system, water pipes, gas pipes, or heating appliances, telephone, electrical or other areas on any part of the premises.

10.11. Equipment Servicing

- 10.11.1. The Town requires that the Successful Proponent shall keep all Town owned equipment in a good state of repair and shall maintain through proper cleaning methods at no cost whatsoever to the Town. Records of maintenance to equipment will be kept and a copy provided to the Manager of Recreation and Parks.
- 10.11.2. The Town will provide any repairs or servicing required to the Town owned equipment.
- 10.11.3. The Town will ensure that the annual inspection of the range hood fire suppression system, and the cleaning of the range hood ducts every 6 months is conducted by a qualified service technician at the expense of the Town. The Town will provide fire extinguisher maintenance as required at the expense of the Town, as well as the annual inspection of fire extinguishers. The successful Proponent will conduct monthly fire extinguisher checks and record these on the supplied tag. If the fire extinguisher fails a monthly check the proponent will notify the Manager of Recreation and Parks immediately.

10.12. Installation of Equipment

- 10.12.1. The Town will not entertain any costs associated with the Proponent's installation of proponent owned or leased equipment per this contract.

10.12.2. The Proponent shall keep all proponent owned or leased equipment in a good state of repair and shall maintain them at no cost whatsoever to the Town.

10.12.3. At the expiry of this contract, either through early or regular termination, the Proponent shall not be permitted to remove any alterations and/or improvements to the facilities.

11. LEASE PRICE

1. The annual **lease rate will be \$11.00/square foot for a total of 377 square feet, or \$345.83 per month** for the months of September through March, and a prorated amount will be applied for the remainder of the year, to be negotiated with the successful proponent. GST will be added to the fee.

12. ADDITIONAL SUBMISSION REQUIREMENTS

The proponent will provide the following, as part of this RFP:

12.1. Service Plan:

12.1.1. Qualifications and Experience

12.1.2. Information on the ability to meet high volume demands during operations

12.1.3. Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in the context of this proposal.

12.2. Statement by the proponent that they will be able to comply with the insurance provisions of the proposed Agreement and ability to provide the certificate of insurance stated in the attached requirements if selected.

12.3. A minimum of three references within the last two years pertaining to service and a statement permitting representatives to contact references provided by the proponent in order to determine the quality of service to be provided. Including information on experience meeting high volume demands during operations.

12.4. A statement acknowledging that in the event a contract is awarded, the proponent must have or obtain a valid Town of Peace River business license, current WCB coverage, as well as all other licenses or permits required of proponent.

12.5. Agreement to comply with all provisions and attachments of the Request for Proposals.

13. SITE VISIT/FACILITY LAYOUT

13.1. It is the responsibility of the Proponents to become familiar with the Concession layout and site.

13.2. To visit the concession, appointments can be made with the Manager of Recreation and Parks, Brian Wollis, by calling 780-624-3204 or email bwollis@peaceriver.ca. All appointments must be made with more than 24 hours'

notice.

13.3. In addition, Site drawings have been attached to APPENDIX B.

14. PROPOSAL SELECTION CRITERIA

The purpose of this Request for Proposal is to provide needed services to the public. The services will be of the highest possible quality and dependability. Proponents will submit information concerning their past experience and performance. Proponents will include at least three references. References must include company name, contact person and telephone number. Relevant experience vending for/at public events or venues should be included. Accordingly, the successful proponent will be selected after evaluation of the following criteria:

Selection Criteria

Criteria	Considerations	Weighting
Service plan	<ul style="list-style-type: none">• Demonstrated ability to provide service.• Provision of insurance & WCB	30
Experience	<ul style="list-style-type: none">• Key Personnel resumes.• Company history	40
Reference Review	<ul style="list-style-type: none">• Three (3) references from locations where similar services were provided.• References – that illustrate the ability to meet high volume demands.	30
	<u>Total</u>	100

15. BID AWARD

15.1. It is mandatory to submit all data required in the RFP documents herein for the bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid form further consideration for award.

15.2. The Town intends to award the Contract based on how well the proposal meets the Town's goals and objectives and where a Bid is most acceptable in relation to the criteria as set out in this RFP. The Town reserves the right to award to any Proponent and is not bound to accept the lowest or any bid.

16. REJECTION OF BIDS

16.1. The Town has the right, in its sole discretion, not to award a Contract and has the right to reject any or all proposals (including the lowest Bid) without giving any reason for doing so.

16.2. The Town has the right, in its sole discretion, to evaluate any or all proposals on any basis it considers desirable, including the ability of the Proponent or

Proponents to perform the Work, the finances or credit-worthiness of the Proponents or Proponents, and any experience of the Proponents or Proponents in performing work of a kind comparable to the Work.

- 16.3. Unless otherwise expressly provided in the RFP, the Town is entitled, in its sole discretion, to waive any informality, incompleteness or error in any proposal.
- 16.4. The Town may, but is not required to, in its sole discretion, reject any proposal which is conditional or obscure in any respect or does not conform strictly to the requirements of the Contract Documents.

APPENDIX A- BID SUBMISSION FORM

1. SALUTATION:

To: Town of Peace River
Box 6600
Peace River, AB
T8S 1S4
Attn: Tanya Bell, Director of Community Services

For: Baytex Energy Centre-Concession Operations RFP
RFP # TPR2025012

From: _____ (the "Proponent")

First name:	Last Name:
Address:	
Town/City:	Province:
Postal Code:	
Telephone:	Fax:
Email:	

2. PROPONENT DECLARES:

1. That this RFP was made without collusion or fraud.
2. That the Proponent is familiar with local conditions, including labour conditions.
3. That the RFP, Appendices and Addenda (if issued) were carefully examined.
4. That all the above were taken into consideration in preparation of this RFP.
5. That the Town is not bound to accept the lowest or any RFP received.

3. PROPONENT AGREES:

2. To offer and agree to enter into an agreement with the Town, all in accordance with the terms, conditions and specifications attached to and forming part of this RFP.
3. To offer the supply and delivery of an effective concession booth operation and service stipulated for the Town of Peace River – Baytex Energy Centre. Concession Booth operation

shall be defined as a full selection of menu items, appealing to all users of the Baytex Energy Centre as well as an appropriate schedule outlining "hours of operation".

4. That this RFP is valid for acceptance for 90 days from the time of Closing.
5. The proponent understands that the annual lease rate will be \$11.00/sq ft for the months of September through March equaling \$345.83 per month and a prorated amount will be applied for the remainder of the year, to be negotiated. GST will be added to the fee.

SIGNATURES

SIGNED AND SUBMITTED for and on behalf of: _____

SIGNATURE _____

Date _____

NAME and TITLE of the authorized legal signing authority.

Name: _____
(Please Print)

Title: _____

WITNESS NAME: _____
(Please print)

SIGNATURE: _____

Date _____

APPENDIX B- CONCESSION SITE PLAN

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**APPENDIX C –OPERATING AND LEASE
AGREEMENT**

***AS SAMPLE ONLY.**

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