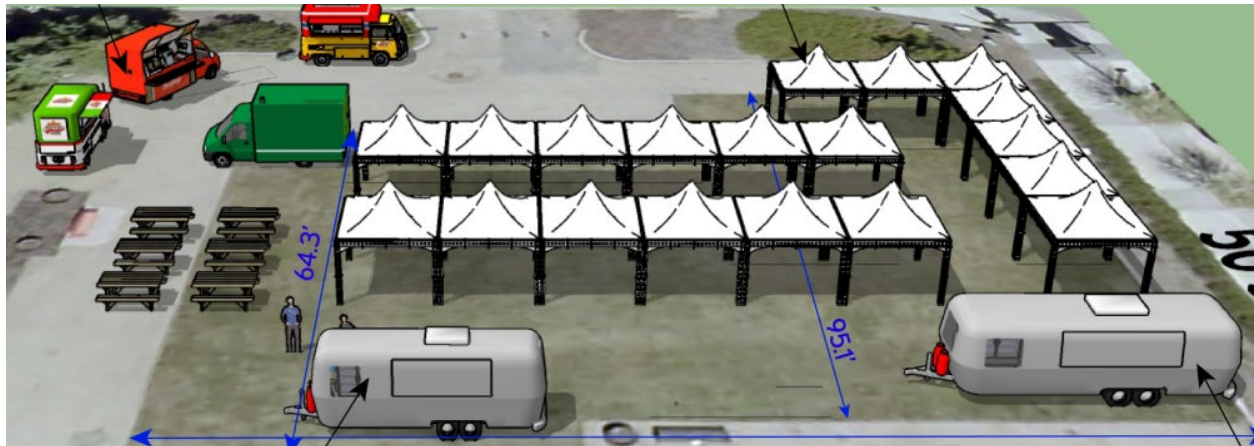




Expression of Interest
for
Mobile Business Units
and/or Market Vendors



The City of Beaumont has locations available
from May to October 2022!

EXPRESSION OF INTEREST
for
MOBILE BUSINESS UNITS
and/or MARKET VENDORS

EOI #2022-0144-E04-M03

DEPARTMENT: Economic Development

ISSUE DATE: Monday, January 31st, 2022

CLOSING TIME: Ongoing

SUBMISSION OF PROPOSALS:

Proposals must be in English, and must include a copy of the "**Appendix A – Acknowledgement Form**" signed by an authorized representative of the Proponent or otherwise identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

Proponents must submit an electronic proposal by email which needs to be submitted to proposals@beaumont.ab.ca in accordance with the instructions at Section 2.3 and 2.4 of this Expression of Interest (EOI) with the following details in the subject line – EOI for Mobile or Market Vendor Business Unit.

Any Proposals received will be evaluated by the City, permitting that Concession/Vendor Stands remain available.

CITY REPRESENTATIVE:

Enquiries related to this EOI, including any requests for information or clarification may only be directed to the following department by email only, who will respond when time permits. Information obtained from any other source is not official and should not be relied upon.

Department: Economic Development

Phone: 780-267-3481

Email: proposals@beaumont.ab.ca

This information is being collected under the authority of section 33(c) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will only be used for the Expression of Interest enquiries, for the City of Beaumont. The personal information provided will be protected in accordance with Part 2 of the Act. If you have any questions regarding the collection, use and disclosure of personal information, please contact the FOIP Coordinator at 780-929-8782.

For the purpose of the Proposal:

"Addenda" means all additional information regarding this EOI including amendments to the EOI;

"Business License" means a license or reference to a license issued pursuant to the Business License Bylaw as amended;

"City" refers to the municipal corporation of the City of Beaumont issuing this EOI;

"Closing Location" refers to the email address for submissions indicated on the cover page of this EOI;

"Closing Time" refers to the closing time and date for this EOI as set out on the cover page of this EOI;

"Concession/Vendor Stand" is a place where patrons can purchase goods and services within City-owned land as the identified locations #1, #2, #3, #4, #5 and #6 as identified in this EOI.

"Contract/Lease Agreement" refers to the written agreement resulting from the EOI executed by the City of Beaumont and the successful Proponent;

"Expression of Interest" or **"EOI"** refers to the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits.

"City Representative" refers to the contact for the City of Beaumont in the EOI;

"Local Establishment" a business already operating and providing a good or service within the municipal boundaries of Beaumont;

"Location #1" is identified as location #1 at Centre-Ville Temporary Park located at 5022 50 Street, Beaumont, Alberta, T4X 1E5;

"Location #2" is identified as location #2 at Centre-Ville Temporary Park located at 5022 50 Street, Beaumont, Alberta, T4X 1E5

"Location #3" is identified as location #3 at Centre-Ville Temporary Park located at 5022 50 Street, Beaumont, Alberta, T4X 1E5

"Location #4" is identified as location #4 at Centre-Ville Temporary Park located at 5022 50 Street, Beaumont, Alberta, T4X 1E5

"Location #5" is identified as location #5 at Ken Nichol Regional Recreation Centre 5303 50 Street, Beaumont, Alberta T4X 1E5

"Location #6" is identified as location #6 at Ken Nichol Regional Recreation Centre, 5303 50 Street, Beaumont, Alberta T4X 1E5

"Market Vendor" refers to a business or organization that operates out of a temporary structure, display or stand;

"Mobile Business Unit" refers to a business or organization that operates out on a mobile temporary structure, display or stand;

"Must", or **"Mandatory"** means a requirement that must be met in order for a proposal to receive consideration;

"Proponent" refers to a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the EOI;

“Proposal” refers to a written response to the EOI that is submitted by a Proponent; and **“Vendors”** refers to a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the EOI;

2. EXPRESSION OF INTEREST INVITATION

2.1 Project Background

The City of Beaumont has locations available (Appendix B) for you to operate your Mobile Business Unit/Market Vendor. We recognize that both of these locations are used seasonally as a prime location for Mobile Business Unit/Market Vendor and are in walking distance to local businesses and attractions.

The City in support of the Province’s COVID-19 guidelines recognizes that managing physical distancing will be key in the operations of any Mobile Business Unit and/or Vendor Markets. This may require additional guidelines from Alberta Health Services including crowd control, distancing and disinfecting measures. The details of how this will be managed will be directly discussed with the successful Proponent(s) with any current Provincial Regulations and Guidelines.

Please be advised that this EOI is separate and apart from the vendors who have been contacted to participate in City of Beaumont events. Should any City of Beaumont events impact the leased premise, the Proponent who enters into a lease agreement with the City through this EOI will be given advanced notice to temporarily relocate.

2.2 Open Lease Space (reference “Appendix B: Location”)

The City of Beaumont is inviting submissions to an EOI to operate a Mobile Business Unit or Market Vendor for the 2022 spring/summer season.

Please note: temporary location means that the Mobile or Market Vendor Business Unit cannot be stationary from one business day to the next, but is required to leave their allocated location at the end of each business day and to reset up their Mobile or Market Vendor Business Unit again the following business day unless otherwise agreed through the lease agreement entered into by the City and the Proponent.

Other operating guidelines that the successful Proponent(s) is directly responsible to implement and to be aware of as defined by Alberta Health Services (AHS) and the City are:

- Seating or consumption areas may be set up by the Proponent(s) in or near the Mobile or Market Vendor Business Unit(s) using their own equipment. Should the current Provincial Regulations or AHS direct otherwise; the Proponent understands that any such changes or costs associated to such changes will be borne directly by them.
- No self-serve condiments are to be made available by the Proponent(s);
- Appropriate physical distancing measures for lineups and ordering need to be implemented by the Proponent(s) and strictly adhered to at all times;

- Maintaining distance between each Mobile or Market Vendor Business Unit(s) need to be maintained to avoid congestion and needs to be adhered to at all times;
- Disinfecting measures in line with AHS recommendations need to be implemented by each Mobile or Market Vendor Business Unit(s); and
- No self-contained restrooms or Porta-Potty's are to be installed by any Mobile or Market Vendor Business Unit(s) in either Location #1 to #6, inclusive unless otherwise included in the Mobile Vendor Agreement entered into with the City of Beaumont.

2.3 Project Overview

- a. The City of Beaumont is committed to creating and maintaining a high level of confidence in its Procurement of Goods and/or Services, by ensuring integrity, transparency, accountability, efficiency and consistency in its Procurement process, while recognizing the need to promote local interest and the vast impact Procurement has on the environment and acting within its authority under the *Municipal Government Act* and the *New West Partnership Trade Agreement*.
- b. The City of Beaumont's procurement mandate promotes fair, transparent, and open exchange of opportunities to the public to develop relationships that will support the growth of the business community in the City of Beaumont.
- c. To this end, the City of Beaumont is employing a non-binding, non-contract opportunity for an EOI process to source potential Vendors to operate their Mobile Business Unit and/or Market Vendor business.
- d. This EOI is not a tendering process. This EOI is intended to enable Vendors to make the City of Beaumont aware of their interest and that they meet the City's requirements by providing to the City of Beaumont sufficient information for consideration at Location #1 through #6.
- e. The City of Beaumont will be evaluating the EOI's received and develop a short-list of interested Proponents. The submission of a proposal in response to this EOI does NOT constitute a legally binding agreement of any form between the City of Beaumont and any Proponent.
- f. At the end of all negotiations, the successful Proponent(s) will be required to observe and carry out their duties in compliance with any and all legislation and/or regulations under the *Municipal Government Act*, *Occupational Health and Safety Act*, *Workers Compensation Board*, *Safety Codes Act*, *Alberta Building Codes*, *Alberta Health Services*, bylaws or policies of whatever jurisdictional or regulatory authority that may govern them, all of which may be amended or repealed and replaced from time to time.
- g. Furthermore, the successful Proponent(s) will be required to meet all provincial and municipal policies and bylaws.

2.4 Proposal Process

- a. It is the specific intention of the City of Beaumont to enter into further negotiations with any Proponent responding to this EOI and to conduct consecutive or concurrent discussions or negotiations with eligible Proponents with the City's sole discretion, based on the results of the evaluation of the proposal submissions.
- b. The City of Beaumont will be employing a multi-stage process to select potential Proponent(s) which will be as follows:
 - i. Proposals will be submitted in accordance with the instructions of this document;
 - ii. Submissions will be evaluated based on the City's requirements and the criteria provided in this document;
 - iii. Potentially suitable Proponent(s), will be identified; and the City and the Proponent(s) will then enter into further negotiations for the leasing of a location conclusive to the type of business operation. The City intends to have the Mobile or Market Vendor Business Unit operational by the week of May 3rd, 2022.

2.5 Submission of Proposals

The Proponent(s) is solely responsible for ensuring that, the City receives a complete Proposal, including all attachments or enclosures, before the Closing Time. Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked will be reviewed at the discretion of the City. In case of a dispute, the proposal receipt time as recorded by the City of Beaumont at the Closing Location will prevail.

2.6 Financial Good Standing

Proponents must be in good financial standing with the City with no balance owing.

3. CONDITIONS

3.1 Conflict of Interest/No Lobbying

- a. A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontract, may, in the City of Beaumont's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the EOI. This includes, but is not limited to, involvement by a Proponent in the preparation of the EOI or a relationship with any employee, Proponent or representative of the City of Beaumont involved in preparation of the EOI, participating on the evaluation or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the City of Beaumont Representative in writing, by email (proposals@beaumont.ab.ca) prior to submitting a proposal. By submitting a proposal, the Proponent acknowledges that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the EOI.

- b. A Proponent must not attempt to influence the outcome of the EOI process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, Proponent or representative of the City of Beaumont, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent or legal action.

3.2 Proponents' Proposal Expenses

Proponents are solely responsible for their own expenses in participating in the EOI process, including costs in preparing a proposal and for subsequent finalizations with the City of Beaumont, if any. The City will not be liable to any Proponent(s) for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

3.3 Limitation of Damages

By submitting a proposal, the Proponent(s) agrees that it will not claim damages, for whatever reason, relating to the Proposal or in respect of the competitive process.

3.4 Ownership of Proposals

All Proposals and other records submitted to the City of Beaumont in relation to the EOI become the property of the City and, subject to the provisions of the Freedom of Information and Protection of Privacy Act and the EOI, will be held in confidence.

3.5 Liability for Errors

While the City of Beaumont has used considerable efforts to ensure information in the EOI is accurate, the information contained in the EOI is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the EOI is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the EOI.

4. PROPOSAL CONTENT

Proposals submitted should contain enough detail to allow the City Representative(s) to determine the Proponent's qualifications and capabilities from the documents received. Every effort should be made to include complete details of the proposed lease opportunity. Proposals should contain, at minimum, the following items and should be identified accordingly:

4.1 Intended Use of Space

- a. Provide first preferred location and second preferred location.
- b. Provide a detailed overview of the intended use for the space with the number of days and business hours for operating the space (Note - all vendors occupying the

Centre-Ville Temporary Park, will be required to operate a minimum of six (6) days a week and must be operational no less than five hours per day).

- c. Provide a layout for the space.
- d. Provide details on how infrastructure requirements will be met and how the operations will be self-contained.
- e. Provide a written plan for mitigation strategies for reducing the transmission of COVID-19.
 - i. How you will ensure social distancing of customers (in line, at the window, etc.)
 - ii. How you will ensure social distancing at the booth, around the booth, and common areas
 - iii. How you will enforce social distancing
 - iv. If you have signage and where it will be posted
 - v. How customers will order or receive their orders (and how you will ensure customers remain 2m apart when ordering or waiting for orders)
 - vi. How you will dispense condiments
 - vii. Staff illness policy
 - viii. How you will protect staff and the inside of the truck from contamination
 - ix. Policy for cleaning & disinfecting high touch surfaces (please include an approved disinfectant against COVID-19 found here: <https://www.canada.ca/en/health-canada/services/drugs-health-products/disinfectants/covid-19/list.html#tbl1>)

4.2 Overview of Proponent's Financial Credibility and References

- a. Provide an overview of the Proponent's corporate structure. This overview should include legal name, and years in business.
- b. An overview of the qualifications, experience, and capability/capacity.
- c. Provide a minimum of three (3) references with contact information. If possible, provide references from whom the Proponent has leased space from.

4.3 Local Establishments

Local Establishments already operating in the Beaumont region are more than welcome to participate in this EOI.

4.4 Additional Information from Proponents

If the Proponent(s) wishes to include any other material not specifically requested by this EOI, or provide different space or location options, it may do so by including additional options and materials, as appendices to the Proposal.

5. EVALUATION

5.1 Clarification

The City of Beaumont reserves the right to seek clarification from any Proponent(s).

5.2 Evaluation Criteria

Once the Proposal(s) are reviewed, the City of Beaumont will contact each of the Proponents for further discussions. Lease cost of the space will be negotiated with each of the Proponents individually. Proposals will be assessed in accordance with the entire requirement of the EOI. Read section 4, for more detail on each of the criteria.

5.3 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

| Mandatory Criteria |
|--|
| The proposal must be in English. |
| The proposal must be submitted by the submission method set out on the cover page of the EOI and in accordance with Section 2.3. |
| The proposal must include an written plan for COVID-19 transmission mitigation |
| The Proponent is in good financial standing with the City of Beaumont. |
| The Appendix A – Acknowledgement Form must be signed by an authorized representative of the Proponent that confirms the Proponent’s intent to be bound |

Appendix A

ACKNOWLEDGEMENT FORM

By signing below, the Proponent hereby acknowledges that 1) they understand and agrees with the EOI process described in this document, 2) they have the authority to commit his/her/their firm into this agreement with the City of Beaumont, and 3) have thoroughly reviewed the information contained in this EOI and has complied with the documents making up this Proposal, including all drawings and specifications as may be listed in the index, and any amendments or addenda thereto:

Company / Proponent Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

Primary Contact: _____

Office Phone: _____ Mobile: _____

Website: _____ GST#: _____

Primary Contact: _____ Office: _____

Email: _____

Provide the information for an alternate contact person in the event that the above person is not available:

| | |
|------------|------------------|
| _____ | _____ |
| Print Name | Title (Position) |

Date _____

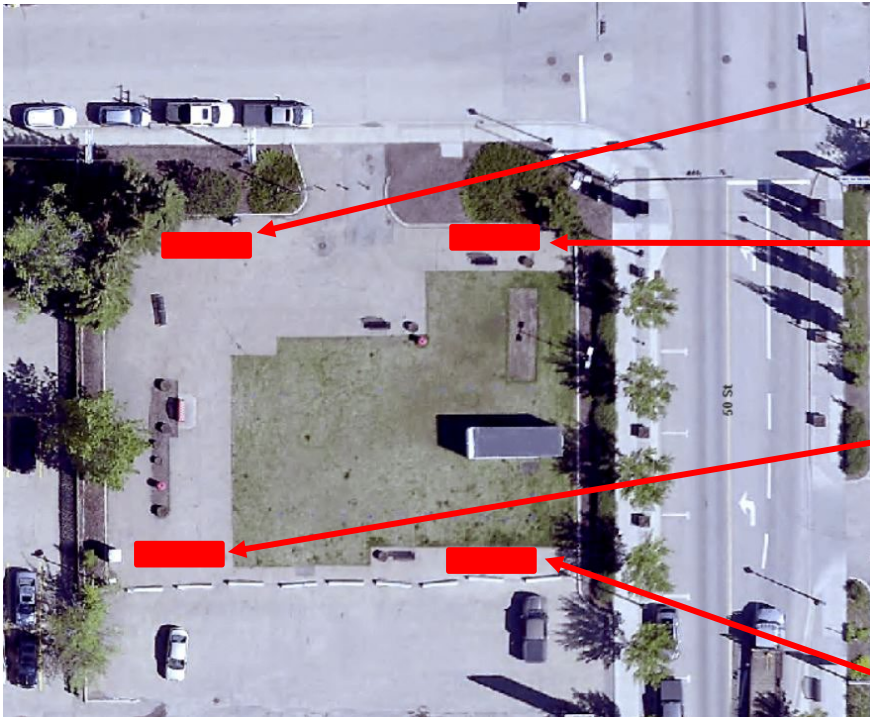
Office (location): _____

Email: _____

Mobile: _____

Appendix B

Centre-Ville Temporary Park



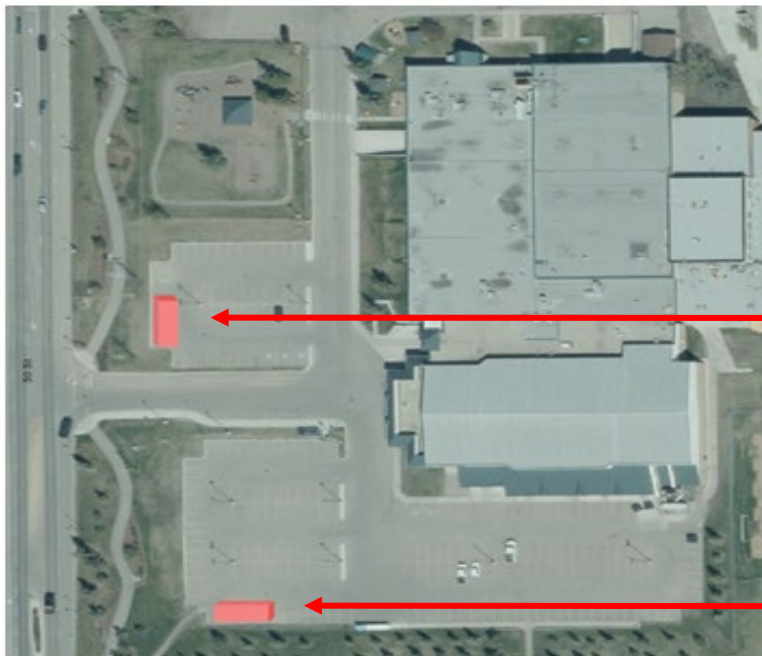
Location #1:
Centre-Ville Temporary Park
5022 50 Street
Beaumont, Alberta T4X 1E5

Location #2:
Centre-Ville Temporary Park
5022 50 Street
Beaumont, Alberta T4X 1E5

Location #3:
Centre-Ville Temporary Park
5022 50 Street
Beaumont, Alberta T4X 1E5

Location #4:
Centre-Ville Temporary Park
5022 50 Street
Beaumont, Alberta T4X 1E5

Ken Nichol



Location #5:
Ken Nichol Regional Recreation
Centre
5303 50 Street
Beaumont, Alberta T4X 1E5

Location #6:
Ken Nichol Regional Recreation
Centre
5303 50 Street
Beaumont, Alberta T4X 1E5

Details on the space:

If you require any more information critical to your proposal please feel free to contact our City of Beaumont Representative at proposals@beaumont.ab.ca

Appendix C

Fee Schedule

The Schedule Fee will be negotiated on a Vendor by Vendor base subject to their site layout and operational requirements.