



EOI- 11-02

Call for Expression of Interest

for

*Community Use Coordinator
City of Airdrie*

May 2011

EOI -11-02
Community Use Coordinator

Rocky View School Division No. 41 operating as Rocky View Schools (RVS) is a publicly funded School Division providing public education to over 17,500 students in 36 schools in the area adjacent to and forming a horseshoe shape on the East North and West boundaries of the City of Calgary. This School Division is a rural/urban mix including the City of Airdrie, Towns of Cochrane and area, Crossfield and Chestermere, Villages of Beiseker and Irricana and Hamlets of Balzac, Delacour, Kathryn, Langdon, Conrich, Indus and Bragg Creek. Also included are the subdivisions of Bearspaw and Springbank.

The Community Use Coordinator will coordinate and approve community use (as defined in Policy JG, Community Use of School Facilities and equipment) for RVS in the City of Airdrie. The Community Use Coordinator is also responsible for administration of Policy JG and the collection of appropriate fees as outlined in Appendices A-C of the Policy.

The successful respondent will require a Criminal Record check including vulnerable sector for all staff working in RVS facilities.

The term will be for a period of one year starting July 1, 2011 and ending June 30th 2012, with the possibility for an additional one year extension.

RVS will be reviewing received Expressions of Interest responses to determine a short list of possible Coordinators. To expedite the process it has been decided to negotiate with the individuals or firms providing in RVS sole opinion the best value. The operator will be required to sign a Memorandum of Understanding prior to commencement of operations, and a service contract based on; The EOI, the response to this EOI and RVS standard terms and conditions. (The service contract will be written after negotiations and be available prior to the start of operations.)

Terms & Conditions

General

The submitter agrees that all documentation and information contained in any submission becomes the property of RVS and may be copied for internal use and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act. RVS can in no way be responsible for any interpretation of the provisions of this Act. If any submitter believes any part of its submission reveals any trade secret, intellectual property right, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the submitter and if the submitter wishes RVS to attempt to preserve confidentiality of the trade secret, intellectual property right or information; it should be clearly designated as confidential.

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

RVS reserves the right to negotiate with the successful submitter to alter, clarify, and enhance the submission and any contract arising out of acceptance of the submission.

It is the intent of RVS to select the submission that provides the best overall value to the School Division and as such RVS reserves the right to accept or reject in whole or in part any submission received based on a variety of evaluation criteria.

RVS has the right to waive any irregularity or insufficiency in any submission.

The Laws and Courts of The Province of Alberta shall govern any Agreement made as a result of this RFP.

Issuance of this Call for EOI in no way constitutes a commitment by RVS to award contracts to any service provider or to pay any costs incurred by submitters in preparing a submission or otherwise in relation to this EOI. The only amounts that will be paid will be those agreed to in contracts awarded to a successful submitter.

Evaluation Criteria

Qualifications of all respondents to this EOI will be evaluated using the following evaluation criteria.

1. Expertise and qualifications of the firm or individual in providing this type of service.
2. Methodology or approach to the service offered.

Signature

I _____ have read and fully understand this Call for Expression of Interest and am legally able to sign a contract. I understand that this is not a contract but only my expression of Interest to enter into negotiation and a contractual relationship with RVS as a Community Use Coordinator I further agree that my submission is irrevocable for a period of 60 days.

Signed this _____ day of _____, 2011 in the city/town _____ in
the Province of _____ .

Schedule A

DRAFT Pro-Forma Contract;

THIS AGREEMENT made this XXX DATE XXXX.

BETWEEN:

**THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41**

a body corporate pursuant to
The School Act Ch. S-3 R.S.A. 2000
(hereinafter referred to as "the Board")

OF THE FIRST PART

- and -

(hereinafter called the "Community Use Coordinator")

OF THE SECOND PART

AGREEMENT

WHEREAS the Board owns school buildings and equipment within the City of Airdrie.

AND WHEREAS the public is allowed to utilize these school buildings and equipment when not in use by the Board;

AND WHEREAS the Board is desirous of obtaining the services of the Community Use Coordinator and the Community Use Coordinator has agreed to provide his services to the Board.

NOW THEREFORE in consideration of the presents and the mutual covenants contained in this Agreement the parties agree as follows:

1. The Community Use Coordinator agrees to act as booking agent on behalf of the Board for all after regular school hours use of school facilities and equipment located within the City of Airdrie.

2. As booking agent, the Community Use Coordinator agrees to comply with and abide by Board Policy JG - Community Use of School Facilities and Equipment, as it may be amended from time to time at the Board's discretion and which can be obtained from RVS's web site www.rockyview.ab.ca
3. The Community Use Coordinator agrees to perform his duties and responsibilities as set forth in the Job Description attached as Schedule "A" to this Agreement, which may be amended by way of mutual agreement between the parties from time to time.
4. The Community Use Coordinator agrees to provide the services as outlined under clauses 1, 2 and 3 above and to perform such services in accordance with the instructions provided by the Board's designated representative.
5. Unless due to illness or disability of XXXXXXXX, the Community Use Coordinator agrees that the services to be performed by the Community Use Coordinator may only be performed by XXXXXXXX except during a maximum four-week period of vacation time during each contract year. During all periods of absences XXXXXXXXXXXX shall arrange, at his expense, for a responsible person to provide the services to be performed by the Community Use Coordinator.
6. This contract shall commence on the 1st day of July, 2011 and shall end on the 30th day of June, 2012, unless terminated earlier in accordance with the terms of this Agreement.
7. On or before June 30th, 2012, the Board shall exercise one of the following options:
 - a) The Board shall, in its sole discretion, allow the Agreement to expire effective the 30th day of June, 2012; or
 - b) Renew this Agreement for a further agreed upon term as negotiated between the parties prior to June 30th, 2012.

8. The Board agrees to pay compensation for the services of the Community Use Coordinator in the sum of (The negotiated sum), plus the Goods and Services Tax if applicable, for the period of July 1, 2011 to June 30, 2012. The Community Use Coordinator shall invoice the Board at the end of each month of the contract period for (The Negotiated sum divided by 12 equal payments.) that is one twelfth (1/12) of the total compensation payable to the Community Use Coordinator plus the Goods and Services Tax if applicable. The Board shall pay the Community Use Coordinator within ten (10) days after receipt of the Community Use Coordinator's invoice.

9. The Board agrees to reimburse the Community Use Coordinator for all reasonable out-of-pocket expenses inclusive of telephone charges, travel costs calculated at forty-seven (.47 cents/km.), and costs for office supplies upon submission to the Board of an expense claim form with attached receipts.

10. With the exception of the Workers' Compensation Board assessment, the Community Use Coordinator shall be responsible for making all payments, including, but not restricted to, Canada Pension Plan and Income Tax deductions.

11. The Board agrees to name as an additional named insured, the Community Use Coordinator, on the Division's Comprehensive General Liability Insurance coverage with respect to only work performed for and at the direction of the Board.

12. The Board agrees to defend, save harmless and indemnify the Community Use Coordinator from any demands, claims, suits, actions or other proceedings which may be brought against them by any third party which arise from the performance of his duties as a Community Use Coordinator, and for any cost, loss, damage or liability arising from such claim including all legal fees and disbursements that may be incurred.

13. It is understood and agreed that each party may terminate this Agreement by providing to the other party in writing sixty (60) days' notice of its intention to terminate.
14. It is understood and agreed between the parties that this Agreement is not an employment contract, and that the relationship of employer/employee does not exist between the parties, but that the Community Use Coordinator is acting as an independent contractor.
15. This Agreement replaces or supersedes all former agreements or arrangements, written or oral, made between the parties.
16. This Agreement shall enure to the benefit of, and be binding upon the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

**THE BOARD OF TRUSTEES OF
ROCKY VIEW SCHOOL DIVISION NO. 41**

PER:

Darrell Couture
Secretary-Treasurer

Name of the successful Coordinator

WITNESS

SCHEDULE “A”

RESPONSIBILITIES DESCRIPTION

SPECIFICATIONS

1.0 SUMMARY

The Community Use Coordinator will coordinate and approve community use (as defined in Policy PG, Community Use of School Facilities and Equipment) for Rocky View School Division No. 41 schools in Airdrie. The Community Use Coordinator is also responsible for administration of Policy JG and the collection of appropriate fees as outlined in Appendices A-C of the Policy.

2.0 DUTIES AND RESPONSIBILITIES

- 2.1 Work with present and potential Community User Groups, Rocky View Community Learning, Rocky View Sports Association and Rocky View Schools to best accommodate their community use booking requests.
- 2.2 Administer Policy JG in consultation with school principals and the Supervisor of Caretaking.
- 2.3 Obtain from each school a calendar of dates school facilities are available. The calendars are to be obtained April 1, June 15 and December 1 of each year.
- 2.4 Inform the assigned schools, through the principals' offices, of the community use bookings for each school. Information must be forwarded in a timely fashion.
- 2.5 Provide community use supervision personnel for all school community use groups that commence after regular school hours.
- 2.6 Assign community use security personnel as required for community use events and as requested by a school principal for extra-curricular activities.
- 2.7 Prepare an annual report of community user activities. Such a report should include name of community user groups, frequency of request and bookings, revenue and expenses, plus other information desired by the Board.
- 2.8 Invoice, where applicable, community user groups.
- 2.9 Submit to the Accounting Department, community use invoice (yellow copy), along with any payments collected.