



Request for Application

Food Vending
Opportunities in
Nova Scotia
Provincial Parks

Department of Lands and Forestry



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Request for Application:
Food Vending Opportunities in Nova Scotia Provincial Parks
March 2020

Department of Lands and Forestry

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Introduction

The Department of Lands and Forestry is responsible for the development, operation and management of provincial parks. This includes determining what and where services for the public are provided. The Department is committed to identifying where food services may be reasonably accommodated in provincial parks without negatively impacting the overall management of the park or the park experience. This Request for Applications (Application) identifies parks being made available for interested professional food vendors to submit an application.

Over the past decade, the number of successful vendors has decreased and there have been no resources available to upgrade and/or replace aging equipment. Therefore, for the 2020 season Lands and Forestry will be considering mobile vendors.

Recently the Department has received inquiries to establish mobile food operations. In some instances, the park being requested for use is not considered suitable for the service. In addition, the introduction of new mobile restaurants has generated additional interest at the higher use beach parks. Higher preference will be given to mobile food vendors, but all types of food vendors should apply.

1.1 Application Objectives

The purpose of this request is to allow interested parties to submit applications to provide quality food services in the unique setting of a provincial park. Should this prove successful then future requests for applications may be issued for longer terms. This Application call is also to allow the Province to effectively manage food services in provincial parks and limit it to those properties that are deemed appropriate and align with associated management objectives.

The goal of the request is to also promote healthy eating in recreation settings by providing guidance on suitable food items for the menu.

1.2 Project Schedule, Contract Period and Primary Work Location

This Application includes multiple provincial park sites. Individuals may choose to submit an application for one or more locations, however, **a separate submission must be submitted for each park.**

For the 2020 park season, the Province will consider applications for:

- Two food concessions vendors to operate within the Cole Harbour-Lawrencetown Coastal Heritage Park: one for Rainbow Haven Beach and one for Lawrencetown Beach. Vendors at these two beaches will operate within the area shown roughly in Appendix A to this Request for Applications, and

- One food concessions vendor to operate within any other provincial park designated under the Provincial Parks Act, except for the following parks:
 - Dollar Lake Provincial Park
 - Rissers Beach Provincial Park

Below is the approximate **schedule** that is expected to be followed by the successful proponent. However, this schedule represents the dates that most provincial parks open and close for the season and the specific times food concessions are available may be subject to change, at mutual agreement of the Province and the successful proponent. Proponents must outline, in their application, when they plan to operate during the season.

- Preferred start date: June 5, 2020
- Preferred completion date: October 12, 2020

The initial **contract** will be for a period of ONE (1) year. The Province reserves the right to extend the contract for ONE (1) year extension beyond the initial contract period, for an overall maximum of TWO years in total. Revised rates may be negotiated at time of extensions at the discretion of the Province.

1.3 Application Contact

Questions about this Application should be directed to the individual listed below, or their designate(s). Information that is obtained from any other source is not official and may be inaccurate.

For Department

Troy Bond, Parks Program Coordinator
Nova Scotia Department of Lands and Forestry
Parks and Outreach Division
15 Arlington Place Suite 7, 2nd Floor
Truro, Nova Scotia B2N 0G9

Email: troy.bond@novascotia.ca
Phone: (902) 324-0772

1.4 Award Process

The proponent is responsible for obtaining any needed clarification of the requirements, while the Application is open. Questions should be directed in writing to the identified Application Contact. Email is the preferred method of contact. The cut off for questions will be **Friday, April 24, 2020**.

Only written responses from the Application Contact will be considered an official response.

Only those bids deemed to fully match the requirements, as found in this document, will be contacted concerning their bid application.

Applications must be received by Troy Bond, Parks Program Coordinator, Parks and Outreach Division, 15 Arlington Place Suite 7, 2nd Floor, Truro, NS, B2N 0G9 or troy.bond@novascotia.ca no later than 4 pm on Thursday April 30, 2020.

Awarding of contract is contingent upon receiving written proof of:

- the proponent and/or key staff have successfully completed the Province's Food Hygiene (Food Handling) course and the certification is valid for the duration of this application, and;
- liability insurance in accordance with Section 15 of the Operating Agreement

2.0 Service Requirements

Mobile operations must be self-contained, as access to power, water and gray water disposal will not be provided.

Vendor will be responsible for all waste management within the defined area of use, including clean up at the end of each day. Waste must be disposed of outside of the park by the vendor.

Vendor services must be predictable and consistent. Vendors must provide an operating plan that details:

- hours and days of operation,
- amount and type of equipment to be used,
- menu and pricing plan,
- cleaning and maintenance schedule,
- levels of staffing, and
- a waste management schedule (eg. garbage, recycle, and compost bins)

Food menu should:

- Reflect park user needs, preferences and diverse menu options.
- Offer a variety of preparation methods.
- Offer freshly prepared foods over processed and pre-packaged options
- Offer choices that can be served with the minimum amount of packaging and waste.
- Feature foods and dishes reflective of Nova Scotia or the Maritime Provinces. In the case of ethnic cuisine, this would include dishes that use local foods in a traditional or ethnic inspired dish.

2.1 Mandatory Criteria

- The application must be received by the Closing Date and Time, in accordance with the requirements of this document.
- Must provide proof of successful completion of the Province's Food Hygiene (Food Handling) Training, and certification must be valid for the duration of the Operating Agreement.
- Must include a certificate of insurance confirming commercial general liability insurance that meets the requirements of Section 15 of the Operating Agreement or a quote for insurance that meets the requirements of Section 15. Proof of a valid certificate of insurance in the proponent's name will be required by the Province prior to the successful proponent commencing operations at a park.

3.0 Scored Criteria

Proponents that meet all of the Mandatory Criteria will be further assessed against the following scored criteria:

Scored Criteria	Total Points
Business Plan (see Appendix C)	60
Experience (see Appendix D)	20
Services and Pricing (see Appendix E)	20
Total	100

3.1 Scoring Method

The following method will be used to score the scored criteria:

- All criterion will be scored by the evaluation committee out of 100.

3.2 Clarification of Proposals

During evaluation of the scored criteria, the Province may at its sole discretion, require further details or clarification from the proponent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Province may use this information to reassess and/or rescore the proposal according to the scored criteria.

3.3 Contract

After the evaluation, the successful proponent(s) will be required to sign a contract with the Province that will constitute the legal agreement for this project and govern all aspects of the services/goods to be delivered. It will incorporate the relevant terms of this Application and the provisions of the successful application as determined by the Province, and any other terms as the Province may require.

3.3.1 Contract Terms

The terms of the contract used for this project is provided in *Appendix B*.

If the proponent wishes to request alterations to the contract, **these should be identified in the response**. The extent of the deviations from the contract provided will be taken into account when evaluating applications.

3.3.2 Conflict of Interest

The Province reserves the right to disqualify any proponent that in the Province's sole opinion has an actual or potential conflict of interest or an unfair advantage in respect of this Application, whether existing now or is likely to arise in the future or may permit any such proponent to continue and impose such terms and conditions on that proponent, as the Province in its sole discretion may require.

Proponents are required to disclose, to the *Application Contacts*, any potential or perceived conflict of interest issues immediately upon becoming aware of any such conflict.

3.4 Application Format

To help ensure consistency in proponent responses and facilitate the application process, the application should be prepared and packaged, as outlined in the sections that follow. Please print double-sided whenever possible and limit promotional and/or marketing materials to the information specifically requested in this Application.

3.4.1 Application Package

Application Requirements must include:

- Table of Contents
- Cover Letter – a clear indication of which park you are bidding on and your understanding of the service requirements specified in this Application. This content should be expressed in your own words and not simply recite the requirements specified in this document.
- Body of Application - Describe the approach and/or process proposed to address the service requirements. Outline your experience with comparable projects. Describe any similarities to, or differences from, this project. Also provide a project plan that reflects your proposed approach/process and demonstrates your ability to meet the requirements for this project. In addition to the Body of Application, proponent must complete and include Appendix C, D and E identified under clause 3.0.

Also, required in this section is:

- proof of successful completion of the Province's Food Hygiene (Food Handling) course. That certification must be valid for the duration of the application;
- A certificate of insurance confirming commercial general liability insurance that meets the requirements of Section 15 of the Operating Agreement or a quote for insurance that meets the requirements of Section 15. Proof of a valid certificate of insurance in the proponent's name will be required by the Province prior to the successful proponent commencing operations at a park.

- Appendices - Provide three references for any work done by your firm in the past three years that is similar in nature, complexity and size to the requirements specified in this Application. Provide the name of each project reference, along with his/her phone number and email address. The project reference information provided should identify the scope and nature of the projects conducted, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.
- One application needs to be submitted for each individual park property. If submitting for more than one park property, then reference can be made in each to accompanying applications for the other park properties being bid on.

3.4.2 External Packaging

Ensure the external packaging reflects the information listed below:

- Proponent's name
- Park property being bid on

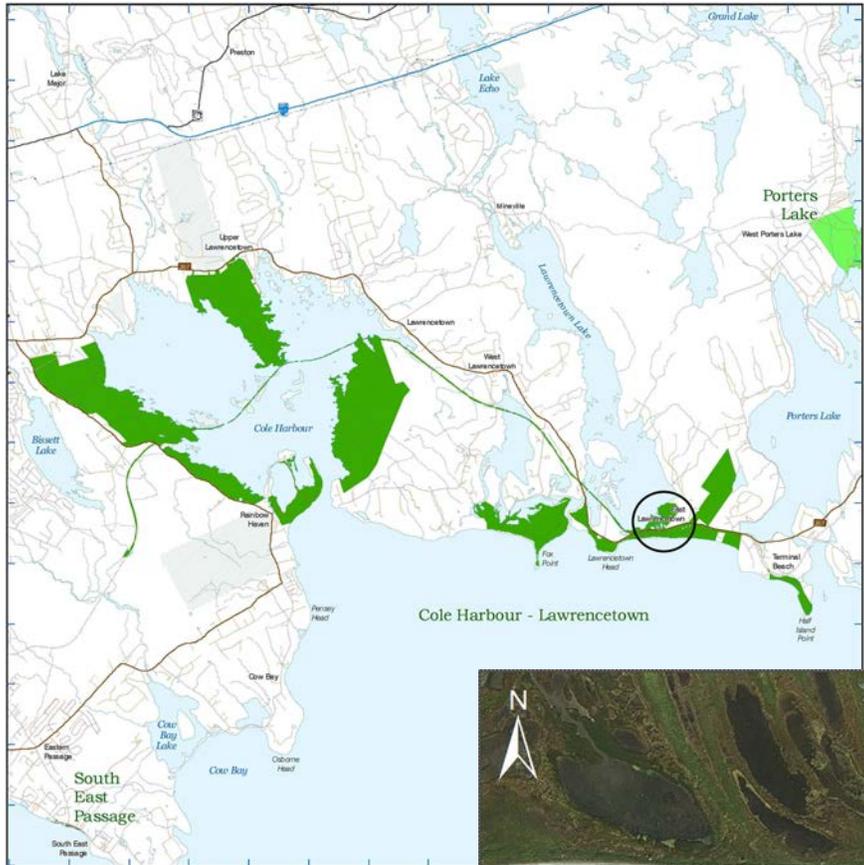
3.5 Pricing Response

Proponent is to provide a proposed lump sum amount in Canadian dollars to be paid to the Province for permission to operate a food service concession in a provincial park.

The minimum acceptable lump sum will be \$250.00 CDN per year. The proposed lump sum is to be paid to the Province at contract signing.

Appendix A: Beach Descriptions within Cole Harbour-Lawrencetown Coastal Heritage Park System

Yellow indicator: approximate location of mobile food vendor





Appendix B: Sample Contract



Lands and Forestry

Contract Documents

Between: Nova Scotia Department of Lands and Forestry represented by the Minister, Lands and Forestry, or designate.

and

Operator: _____

Date: _____

THIS AGREEMENT made in duplicate this _____ day of _____ A.D., 2020.

BETWEEN:

HER MAJESTY THE QUEEN in Right of the Province of Nova Scotia,
represented in this behalf by the Department of Lands and Forestry
(hereinafter referred to as the "Province")

OF THE FIRST PART

- and -

(hereinafter referred to as the "Operator")

OF THE SECOND PART

Operating Agreement

WHEREAS the Province is the owner of the lands known as _____ Provincial Park, as outlined in red in Schedule "A", attached hereto:

WHEREAS the Province has decided that:

- 1) the Premises may be utilized for the purposes of a food concession
- 2) the food concession facilities on the Premises should offer products and services of the highest quality,
- 3) the Premises should be available:
 - a) for the use of all persons, and
 - b) for family enjoyment and within the economic means of the average resident of Nova Scotia.

WHEREAS the Province has requested applications with respect to the management, operation and maintenance of a food concession in accordance with the aforesaid objectives; and

WHEREAS the Operator has submitted a satisfactory application to the Province;

NOW THEREFORE the parties hereto agree as follows:

In this Agreement, including the recitals:

- 1) "Operational year" means a period from June 5 to October 12, or as agreed upon;
- 2) "Premises" means the building, structures and facilities or area of use which are specifically identified in the "Locations and Descriptions" section of this Request for Application;
- 3) The Operator agrees to operate and maintain the Premises in accordance with the Operating Conditions attached as the Operator's Application, attached to and forming part of this Agreement.
- 4) The hours of operation and prices for goods and services may only be revised with the prior written approval of the Province's representative.
- 5) The Operator shall only use the Premises for the Food Concession outlined in the Operator's Application, unless prior written consent is obtained from the Province for other uses.
- 6) The term of this Agreement shall be from June 5, 2020, to October 12, 2020, subject to termination as hereinafter provided. The Province reserves the right to extend the contract for a single ONE (1) year extension beyond the initial term, for an overall maximum of TWO (2) years in total. Revised rates may be negotiated at time of extensions at the discretion of the Province.

- 7) The Operator shall pay the Province, without deduction, during the term of this Agreement, the following:
 - 1) \$250 for each Operational year, due and payable upon June 21 of each Operational year
 - 2) By November 30 of each Operational year, the Operator shall provide a statement of revenue and expenses to the Province, detailing the past Operational year.
- 8) The Operator shall provide at its own expense all the necessary labour, equipment, materials and supplies to:
 - 1) manage and operate the concession in a manner satisfactory to the Province.
 - 2) maintain the Premises in a condition satisfactory to the Province; and
 - 3) maintain all the fixtures, furnishings and equipment in the Premises in a condition satisfactory to the Province.
- 9) The Operator shall:
 - 1) at its own expense employ the necessary personnel to provide all the services required by this Agreement, and in particular to provide the necessary supervisory personnel, satisfactory to the Province
 - 2) ensure that the conduct of the Operator and all persons employed by him (which term throughout the Agreement includes employees, agents and subcontractors) are satisfactory to the Province, and the Operator shall be responsible for the selection, training and availability of all staff;
 - 3) not erect, install, paint, or affix any sign, lettering, graphics, or logos upon the Premises without first securing the written consent of the Minister;
 - 4) not in, upon, or about the said Premises, or any part thereof, bring, keep, sell, store, offer for sale, give away, or otherwise use, handle or dispose of any merchandise, goods, materials and affects, or things which may, by the Province for any reason, be deemed objectionable;
 - 5) not create or permit or suffer any act or thing on the Premises which is a nuisance;
 - 6) ensure that all equipment and sanitation procedures comply with all pertinent provincial and federal health standards and submit proof of compliance with the Province's Food Hygiene (Food Handling) course,
 - 7) provide an innovative signature food experience and comply with a minimum of 10 per cent of menu selections that meet Maximum Nutrient Criteria as specified in the Healthy Eating in Recreation and Sporting Guidelines

- 8) comply with the Workers' Compensation Act where the Act applies and shall upon demand therefore by the Province deliver to the Province a certificate from the Workers' Compensation Board showing that the Operator is registered and is in good standing with the Board;
 - 9) be responsible for the safe state and operation of the Premises. The Operator acknowledges that he is the contractor as defined in the Occupational Health and Safety Act. The Operator assumes all the responsibilities of the contractor and shall as a condition of this Agreement implement a safety plan that will ensure compliance with the Occupational Health and Safety Act and regulations by other contractors and employers, as defined under the Act, present on the Premises;
 - 10) comply with the provisions of:
 - i) any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted hereafter; and
 - ii) any Regulations enforced from time to time under any of the Acts referred to in sub-clause (i) above; and
 - iii) any by-law or resolution of any Municipal Government in the Province which the Operator is lawfully subject to in the operation of the Premises, that expressly or by implication applies to the Operator in respect of this Agreement;
 - 11) in the event of:
 - i) any Act of the Legislature of the Province and of the Parliament of Canada now in force or enacted hereafter; and
 - ii) any Regulations enforced from time to time under any of the Acts referred to in sub-clause (i) above; and
 - 12) have access to own power source, water and gray water disposal.
- 10) The Operator shall provide other information, as requested in writing by the representative of the Province, concerning the Operator's operations under this Agreement.
 - 11) Upon 24 hours notice being given to the Operator in writing, the Province may enter and inspect the Premises during regular business hours for the purpose of monitoring its operation and maintenance.
 - 12) If the Operator fails to perform, observe or keep any of the covenants and agreements herein contained, or the Operator violates any of the provisions of the Provincial Parks Act or the Regulations made pursuant thereto that relate hereto (as they may be amended, revised or substituted from time to time), the Province may require the Operator to remedy any such default within 15 days or such longer period of time as the Province may deem warranted. If the Operator does not remedy such default within the time prescribed by the Province, the Province may, by notice in writing, terminate this Agreement and any rights and privileges of the Operator. On the day of such notice of termination, this Agreement will terminate, together with such rights and privileges, whether or not the Province has

re-entered the Premises, and the Operator will have no claim against the Province for such termination.

- 13) The parties by mutual agreement in writing may terminate this Agreement in full or in part at any time.
- 14) The Province may terminate this Agreement at any time by giving the Operator ten days notice in writing.
- 15)
 - 1) Upon expiration of the term herein or upon termination of this Agreement, and unless the Province otherwise directs, the Operator shall remove from the Premises, within thirty (30) days, all of its equipment and supplies, and the Operator shall leave the Premises in a condition satisfactory to the Province.
 - 2) If the Operator fails to comply with the provisions of clause 12(1) the Province may have such equipment and supplies removed and disposed of, and the Premises restored to a condition satisfactory to the Province, all at the expense of the Operator and charge the cost of thereof to the Operator and such cost will constitute a debt to the Province.
- 16) The Operator shall not file, register or permit or cause to be filed or registered this Agreement or any caveat or encumbrance as defined in this or any successor statute against the title of the lands herein.
- 17) The Operator agrees to indemnify and hold harmless the Province from any and all third-party claims, demands, or actions (including legal costs on a solicitor-client basis) for which the Operator is legally responsible, including those arising out of negligence or willful acts by the Operator or the Operator's employees or agents. This hold harmless shall survive this Agreement.
- 18)
 - 1) All insurance must be primary and not require the sharing of any loss by any insurer of the Province.
 - 2) The Operator must provide the Province with evidence of all required insurance in the form of a completed certificate of insurance:
 - (a) within 10 working days of commencement of the services;
 - (b) if the insurance expires before the end of the term of this agreement, within 10 working days of expiration; and
 - (c) Notwithstanding (a) or (b) above, if requested by the Province at any time, the Operator must provide to the Province certified copies of the required insurance policies.
 - 3) The Operator shall provide, maintain, and pay for, any additional insurance, including that required under the Workers Compensation Act, which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in its sole discretion. This Agreement, and the Province, do not warrant that the minimum limits

listed below are sufficient to protect the Operator from liabilities that could arise out of the performance of the activity by the Operator, his agents, representatives, employees or subcontractors

- 4) The Operator must cause all subcontractors performing this work to provide to the Province a certificate of insurance confirming this policy and endorsements, or upon request, provide a certified copy of the required insurance policy.
- 5) The Operator must, without limiting the Operator's obligation or liabilities and at the Operator's own expense, purchase and maintain throughout the term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - i) include "Her Majesty the Queen in Right of the Province of Nova Scotia" as an additional insured
 - ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - iii) include a cross liability clause.
 - (b) Automobile Liability on all vehicles owned, operated or licensed by the Operator in an amount not less than \$2,000,000 per occurrence
- 19) 1) The Province may, in its sole and absolute discretion, delegate any duties, powers or functions related to the provision of this Agreement to any employee or employees of Province of Nova Scotia.
2) The Province hereby designates and appoints Matt Parker, A/Director, Parks, Outreach and Service Delivery as its representative for the purposes of this Agreement.
- 20) The parties by mutual agreement in writing may amend the terms and conditions of this Agreement.
- 21) The Operator shall not assign, sell, sublet, mortgage or encumber this Agreement or the Premises or any part thereof, without first obtaining the written consent of the Province.
- 22) The Operator is an independent contractor for the purposes of this Agreement and shall not be deemed a servant, employee or agent of the Province.
- 23) Unless a waiver is given in writing by the Province, the Province shall not be deemed to have waived any breach by the Operator of any of the covenants and agreements herein contained, and a waiver will relate only to the specific breach to which it refers.
- 24) Termination of this Agreement shall in no way prejudice the Province's right to recover unpaid monies, or any right of action by the Province with respect to a breach of any covenant or agreement herein contained.

25) 1) Any notice required or permitted to be given, or payment to be made, by either party to the other under the terms of this Agreement shall be deemed to have been duly given the other party if in writing and delivered personally to such party or if mailed by postage prepaid, registered mail, and addressed as follows:

The Province:

The Operator:

_____, Nova Scotia

2) The address of either party may be changed from time to time to any other address in Nova Scotia by notice in writing to the other party. All notices and payments sent by prepaid, registered mail shall be deemed to be received by the addressee on the fourth business day following the mailing thereof in a post office in Canada, except in the case of a postal strike, in which event any notices of payment shall be given by fax or by personal delivery, as the case may be. In this paragraph, business day means any day except a Saturday, Sunday or a Statutory Holiday.

26) This Agreement is governed by the laws of the Province of Nova Scotia.

27) The Operator shall be responsible for collecting and remitting to Revenue Canada any tax on goods and services required pursuant to the appropriate authorities.

28) Time is of the essence of this Agreement.

29) No implied terms or obligations of any kind on behalf of the Province shall arise from anything in this Agreement or any improvements affected by the Operator, and the express covenants and agreements herein contained and made by the Province are the only covenants and agreements upon which any rights against the Province are to be founded.

- 30) 1) Before the Operator takes possession of the Premises, the Province’s representative and the Operator shall inspect the Premises and agree in writing with respect to any damage to the Premises, which may affect the management, operation or maintenance of the Premises by the Operator.
- 2) The Operator upon taking possession of the Premises shall be deemed to have accepted the Premises and found them to be in a satisfactory condition for the purposes intended herein.
- 31) This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 32) 1) The Operator acknowledges and agrees that the Province may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the Freedom of Information and Protection of Privacy Act (Nova Scotia).
- 2) If the Operator is a “service provider” as defined in the Personal Information International Disclosure Act, (Nova Scotia) (“PIIDPA”) as a result of the type of Services that it is providing to the Province under this Agreement, the Operator represents, warrants and undertakes to the Province that it shall comply with its obligations under PIIDPA.

IN WITNESS WHEREOF the Province and the Operator have executed this Agreement as of the date first above written.

Signed on behalf of Her Majesty the Queen in Right of the Province of Nova Scotia by an authorized representative of the Minister of Lands and Forestry:

 Witness signature

 Signature of representative

 Witness *print name*

 Print name and position

 Date

 Witness signature

 Signature of operator

 Witness *print name*

 Print name and position

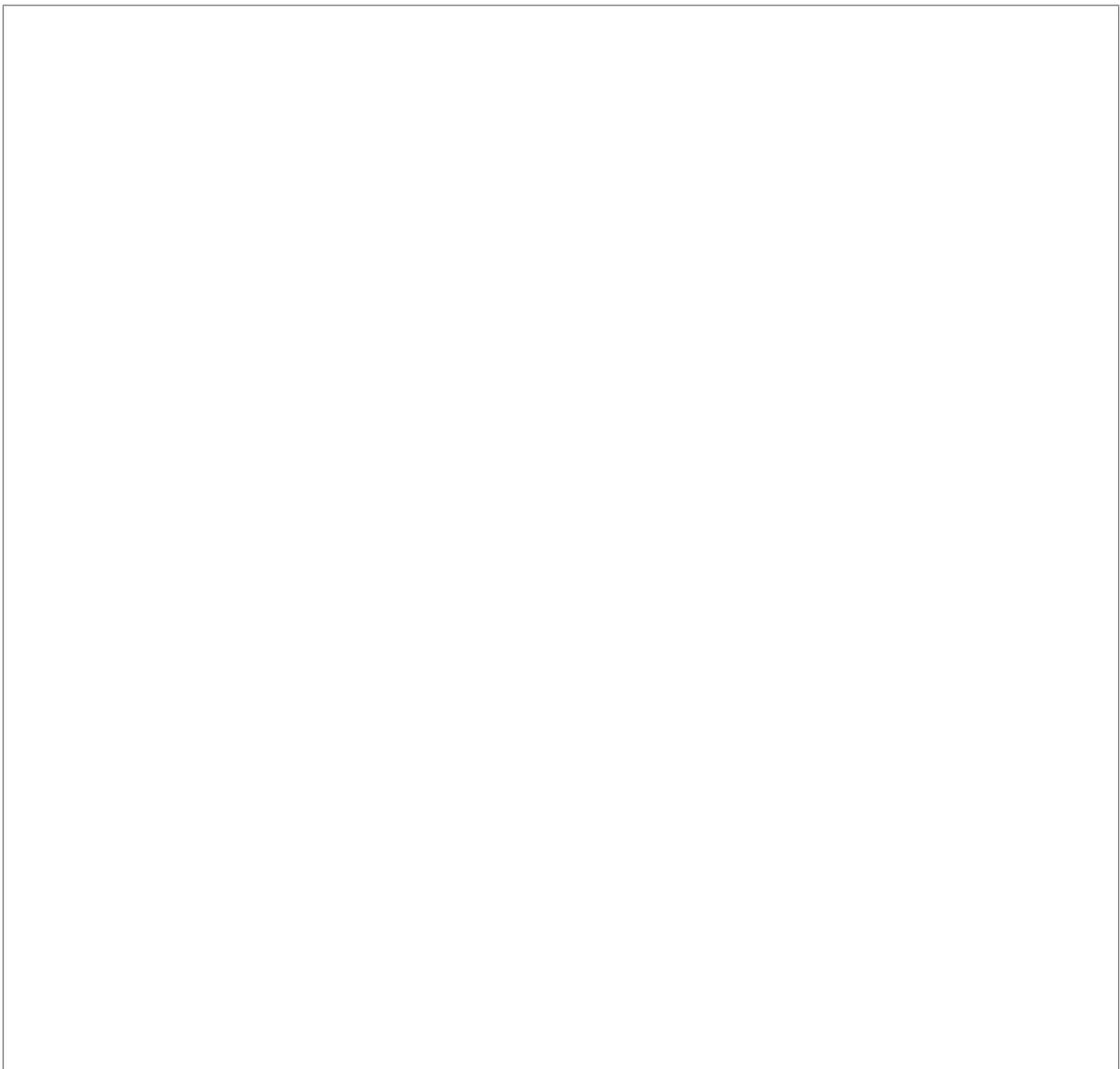
 Date

Appendix C: Business Plan Form

Proposals must include the details requested in this Appendix C: Business Plan, as detailed under Section 3.0 (scored Criteria).

1. Provide a business plan, including but not limited to the following information:

- Short background, history, overview and experience of the food concession services being offered;
- Details on how the proponent will manage the concession (staff numbers, operating hours, availability etc..)
- Details on any equipment required to run the food concession



Appendix D: Experience Form

Proposals must include the details requested in this Appendix D: Experience, as detailed under Section 3.0 (scored Criteria):

1. Experience:

Please provide, in the space below, details of the proponent's history in offering the concession service and history of past performance in delivering these services.

Appendix E: Services and Pricing Form

Proposals must include the details requested in this Appendix E: Services and pricing, as detailed under Section 3.0 (scored Criteria):

1. Services and Pricing:

Please provide in the space below, details of the proposed service, variety and prices to deliver the Services.

Department of Lands and Forestry
Parks and Recreation Division
15 Arlington Place, Suite 7, 2nd Floor
Truro, NS B2N 5B8

