

REQUEST FOR APPLICATION

Non-Food Concession Opportunities in NS Provincial Parks

Sponsored by the
Department of Lands and Forestry

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1.0 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. Recently the Department has received inquiries to establish non-food concession operation. In some instances, the park being requested for use is not considered suitable for the service. The Department has identified select provincial parks at which these services may be reasonably accommodated without negatively impacting the overall management of the park or the park experience.

1.1 Application Objectives

The purpose of this request is to allow interested parties to submit applications to provide a non-food concession 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 department to effectively manage non-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 living in recreation settings by providing guidance on non-food services.

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 2019 park season, non-food concessions are available at all provincial parks except:

Long Lake

Martinique Beach will have one surfing/paddle board/kite surfing vendor

Lawrencetown Beach will have two surfing/paddle board vendors

Stoney Beach will have one kite surfing vendor

Below is the approximate **schedule** that is expected to be followed for this Application. However, this may be subject to change and is therefore presented primarily for guidance:

- Preferred start date: June 1, 2019
- Preferred completion date: October 8, 2019

The initial **contract** will be for a period of THREE (3) years. The Province reserves the right to extend the contract for a TWO (2) year extension beyond the initial contract period, for an overall maximum of FIVE (5) 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
<p>Troy Bond Parks Program Coordinator</p> <p>Parks, Outreach and Service Delivery Division NS Department of Lands and Forestry</p> <p>Email: troy.bond@novascotia.ca Phone: (902) 324-0772</p>

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 March 22, 2019**.

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.

Bids must be received by Troy Bond Parks, Outreach and Service Delivery Division, 15 Arlington Place Suite 7 2nd Floor, Truro, NS, B2N 0G9 or troy.bond@novascotia.ca no later than 4 pm on Friday March 29, 2019.

Awarding of contract is contingent upon receiving written proof:

- 1) liability insurance in accordance with Section 15 of the Operating Agreement.

2.0 Service Requirements

To provide non-food services within provincial parks, except: Long Lake

The following business opportunities **will be** permitted:

Acceptable: Opportunities that support the Provincial Park mandate (protection of natural and cultural heritage, opportunities for outdoor recreation, tourism, and education) or enhance the visitor experience.
Guided tours (eg. interpretive walks, medicinal plant walks, etc)
Guided hikes
Gear rental and instruction (eg. canoe, kayak, surfboards, stand up paddle boards, SCUBA or snorkel courses, etc)

The following business opportunities **will not** be permitted:

<u>Unacceptable:</u> Opportunities that do not support the park mandate and may have a negative impact on the visitor experience / negatively impact other visitors.
Motorized sport events or gear rentals (eg. seadoos, motorboats, etc)
Non-outdoor recreation activities (eg. car shows, arm wrestling)
Any activity that alters the park landbase or infrastructure
Archery or shooting activities

If you have a business opportunity that is not listed above, you can contact us for further discussion.

2.1 Mandatory Criteria

The application must be received by the Closing Date and Time, in accordance with the requirements of this document.

- Commercial General Liability insurance, with a minimum of \$2,000,000 per occurrence limit, which includes a participants inclusion if a “Sports Operator”, must be included.

3.0 Scored Criteria

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

Scored Criteria	Total Points
Business Plan (based on Appendix B)	60
Experience (based on Appendix C)	20
Services and Pricing (based on Appendix D)	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 Department 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 Department may use this information to reassess and/or rescore the proposal according to the scored criteria.

4.0 Administrative and Legal Requirements

4.1 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 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.

4.1.1 Contract Terms

The terms of the contract used for this project is provided in [Appendix A](#).

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.

4.1.2 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.

4.2 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.

4.2.1 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.

Also, required in this section is:

- Commercial General Liability insurance, with a minimum of \$2,000,000 per occurrence limit, which includes a participants inclusion if a “Sports Operator”, must be included.
- 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.
- Complete Appendix B, C and D
- One application needs to be submitted for each individual property. If submitting for more than one property, then reference can be made in each to accompanying applications for the other properties being bid on.

4.2.2 External Packaging

Ensure the external packaging reflects the information listed below:

- Proponent’s name.
- Park Property being bid on.

4.2.3 Pricing Response

The concessionaire, as a fee for the license and concession agreement, shall pay Lands and Forestry a **vendor bid of \$500** annually.

Appendix A: Sample Contract



NOVA SCOTIA
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., 2019.

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 non-food concession,
- 2) the non-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 non-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:

1. In this Agreement, including the recitals:
 - 1) "Operational year" means a period from June 1 to October 8, 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 document.
2.
 - 1) The Operator agrees to operate and maintain the Premises in accordance with the Operating Conditions attached as the Operator's Application attached as Appendix A;

- 2) The hours of operation and prices for goods and services may only be revised with the prior written approval of the Province's representative.
3. The Operator shall only use the Premises for the defined Non-Food Concession in the application, unless prior written consent is obtained from the Province for other uses.
4. The term of this Agreement shall be from _____, to October 8, 2021 subject to termination as hereinafter provided. Contract may be extended up to a maximum of two (2) years.
5. The Operator shall pay the Province, without deduction, during the term of this Agreement, the following:
 - 1) \$500 for each operational year;
 - 2) All payments of money by the Operator to the Province under this Agreement are due and payable upon June 1, of each operating year;
 - 3) By November 30, 2019, the proponent shall provide to the L&F contact, a Statement of Revenue and Expenses for the 2019 operating year and each subsequent year they are operating.
6.
 - 1) The Operator shall provide at its own expense all the necessary labour, equipment, materials and supplies to:
 - a) manage and operate the Concession in a manner satisfactory to the Province;
 - b) maintain the Premises in a condition satisfactory to the Province; and
 - c) maintain all the fixtures, furnishings and equipment in the Premises in a condition satisfactory to the Province.
 - 2) The Operator shall:
 - a) 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;
 - b) ensure that the department and 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;
 - c) not erect, install, paint, or affix any sign, lettering, graphics, or logos upon the Premises without first securing the written consent of the Minister;
 - d) 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;

- e) not create or permit or suffer any act or thing on the Premises which is a nuisance;
- f) ensure that all equipment and sanitation procedures comply with all pertinent provincial and federal health standards;
- g) 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;
- h) be responsible for the safe state and operation of the Premises. The Operator acknowledges that he is the "prime contractor" as defined in the *Occupational Health and Safety Act*. The Operator assumes all the responsibilities of the "prime 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;
- i) 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;
- j) in the event of:
 - i) any damage to the Premises by any cause whatsoever, and
 - ii) any accident or occurrence on the Premises, which results in personal injury or property damage, give notice in writing thereof to the Province forthwith upon becoming aware of it; and
- k) have access to own power source, water and gray water disposal.

7. The Operator shall:

- 1) complete a - "Financial Statement" and submit it to the representative of the Province by November 30, 2019 for the previous year and every subsequent year during the term of the Agreement; and
- 2) provide other information, as requested in writing by the representative of the Province, concerning the Operator's operations under this Agreement.

8. Upon twenty-four (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.
9. 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 under any one or more of subsections (1), (2), and (3) of this clause within 15 days or such longer period of time as the Province may deem warranted, and 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 hereunder, and 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.
10. The parties by mutual agreement in writing may terminate this Agreement in full or in part any time.
11. The Province may terminate this Agreement at any time by giving the Operator ten (10) days' notice in writing.
12.
 - 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.
13. 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.
14. 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.
15. **Insurance:** All insurance must be primary and not require the sharing of any loss by any insurer of the Province.

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.

The Operator shall provide, maintain, and pay for, any additional insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion. A contract and/or the Province shall in no way 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.

All policies must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change. 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.

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:

Commercial General Liability:

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.
- (iv) include a participant's inclusion of coverage if a "Sports Operator"

Professional (Medical) Liability: (if applicable)

Professional Liability for medical services in an amount not less than \$1,000,000 per occurrence covering medical malpractice for services such as massage therapy. If this insurance is written on a claims-made basis it must include the option to purchase an extended reporting period of 24 months beyond the date of cancellation or expiry of this agreement.

Automobile Liability: (If applicable)

Automobile Liability on all vehicles owned, operated or licensed by the Operator in an amount not less than \$2,000,000 per occurrence.

- 16.
 - 1) The Province may, in his 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, Director, Parks, Outreach and Service Delivery as its representative for the purposes of this Agreement.

- 17. The parties by mutual agreement in writing may amend the terms and conditions of this Agreement.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

- 22. 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.
- 23. This Agreement is governed by the laws of the Province of Nova Scotia.
- 24. The Operator shall be responsible for collecting and remitting to Revenue Canada any tax on goods and services required pursuant to the appropriate authorities.

- 25. Time is of the essence of this Agreement.
- 26. 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.
- 27.
 - 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) Subject to clause 29(1) above, 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.
- 28. This Agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- 29. The Operator acknowledges that the Government of Nova Scotia has passed the *Freedom of Information and Protection of Privacy Act (the "Act")*. All documents submitted by the Operator to the Province under this Agreement become the property of the Province and subject to the provisions of the *Act*.

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 B: Business Plan Form

Proposals must include the details requested in this Appendix B- 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 concession being offered;
 - Overview of the concession service being offered;
 - Details on how the proponent will manage the concession (staff numbers, availability etc..)
 - Operating hours

Appendix C: Experience Form

Proposals must include the details requested in this Appendix C- 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 D: Services and Pricing Form

Proposals must include the details requested in this Appendix D- 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.

