REQUEST FOR APPLICATION

Food Vending 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. Not all provincial parks are designed to accommodate food services. The Department has identified select provincial parks at which food services may be reasonably accommodated without negatively impacting the overall management of the park or the park experience.

The Department has identified several parks scattered throughout the province that are suitable opportunities for a professional food vendor. This Request for Applications (Application) identifies those parks being made available for interested parties 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 2019 season Land and Forestry will be considering mobile vendors. There is a building at Dollar Lake and Rissers Beach that could be used to serve food. Some restrictions apply to use of the building so, if interested in its potential use, please contact the Department for more information on its limitations before submitting an application.

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 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 department 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 2019 park season, only one concession per park will be granted.

**Halifax County**

Clam Harbour Beach  
Oakfield  
Crystal Crescent Beach  
Cole Harbour – Lawrencetown Coastal Heritage Park System  
Queensland  
Rainbow Haven Beach

**Cape Breton County**

Dominion Beach

**Pictou County**

Melmerby Beach  
Caribou – Munroes Island Provincial Park

**Lunenburg**

Rissers Beach

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 22, 2019  
- Preferred completion date: September 4, 2019

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.
1.3.1 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 **Wednesday, May 1st at 4 pm**.

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 Program Coordinator, 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 Wednesday May 8th, 2019.*

Awarding of contract is contingent upon receiving written proof:

- the proponent and/or key staff have successfully completed the NS Department of Agriculture’s Food Handlers 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**

To provide food services within the following provincial parks except Rainbow Haven Beach

**Halifax Regional Municipality**

Clam Harbour Beach
Oakfield
Crystal Crescent Beach
Cole Harbour – Lawrencetown Coastal Heritage Park System
Queensland

**Pictou County**

Melmerby Beach
Caribou – Munroes Island

**Cape Breton County**

Dominion Beach Provincial Park

**Lunenburg County**

Rissers Beach

Please contact us if you have other Park properties where you would like to operate.

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.

Vendors may submit applications for more than one site, however a separate submission must be submitted for each park.

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 Food Hygiene (Food Handlers) Training course from NS Department of Agriculture and Certification must be valid for the duration of this application.

☐ Must include a Certificate of Insurance confirming Commercial General Liability insurance, in accordance with Section 15 of the Operating Agreement.

3.0 Scored Criteria

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

A. Business Plan (see Appendix C.) [60 points];

B. Experience (see Appendix D.) [20 Points]

C. Services and Pricing (see Appendix E) [20 points]

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.

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.

The terms of the contract provided in Appendix B may be further amended by Department to address circumstances surrounding use of the building.

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 B, C and D identified under clause 3.0.

Also, required in this section is:

- proof of successful completion of the NS Department of Agriculture food handlers course. That certification must be valid for the duration of the application;

- A Certificate of Insurance confirming Commercial General Liability insurance, in accordance with Section 15 of the Operating Agreement.
• 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 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.

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 Department for permission to operate a food service concession in a provincial park.

The minimum of the lump sum will be $250.00 CDN per year. The proposed lump sum is to be paid to the Department at contract signing.
Appendix A: Park Locations and Descriptions

*Yellow Indicator = Approximate Location of Mobile Food Vendor*
Appendix B: Sample Contract

[Page with the logo of Nova Scotia and the text]

Department of Lands and Forestry

CONTRACT DOCUMENTS

Between: Nova Scotia Department of Lands and Forestry represented by the Minister, Department of 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 Natural Resources (hereinafter referred to as the "Province")

- and -

______________________________

______________________________

______________________________

(herinafter referred to as the" Operator")

OPERATING AGREEMENT

OF THE FIRST PART

OF THE SECOND PART

WHEREAS the Province is the owner of the lands knows 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:

1. In this Agreement, including the recitals:
   1) "Operational year" means a period from June 22 to October 9, 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 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, 2019 subject to termination as hereinafter provided. Contract may be extended up to a maximum of 1 year.

5. The Operator shall pay the Province, without deduction, during the term of this Agreement, the following:
   1) $ _______ for each operational year.
   2) All payments of money by the Operator to the Province under this Agreement are due and payable upon June 21, 2019.
   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.

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 and submit proof of such compliance to the Province of Food Hygiene Training,

g) 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

h) 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;

i) 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;

j) 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;

k) 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

l) 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;
   provide other information, as requested in writing by the representative of the Province, concerning the Operator's operations under this Agreement.
8. 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.

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 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 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.

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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.

**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, A/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
<table>
<thead>
<tr>
<th>Witness Signature</th>
<th>Signature of Operator</th>
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</thead>
<tbody>
<tr>
<td>Witness - Print Name</td>
<td>Print Name and Position</td>
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</table>
Appendix C: Business Plan Form

Proposals must also include the details requested in this Appendix C - Business Plan, as detailed under Section 3.0 (scored Criteria) and 3.5.1.

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;
2. Details on how the proponent will manage the concession (staff numbers, operating hours, availability etc.)
3. 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.