



**Parks, Outreach and Service Delivery Division  
Department of Natural Resources**

15 Arlington Place (Suite 7), 2nd Floor  
Truro, Nova Scotia B2N 0G9

Rev 141223

## **REQUEST FOR APPLICATION**

### **Non-Food Concession Opportunities in NS Provincial Parks**

Sponsored by the  
Department of Natural Resources

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## 1.0 Introduction

The Department of Natural Resources 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 2018 park season, non-food concessions are available at all parks except the following provincial parks:

#### **Halifax County**

Martinique Beach

Stoney Beach

Cole Harbour – Lawrencetown Coastal Heritage Park System

Lawrencetown Beach component

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, 2018
- Preferred completion date: October 9, 2018

The initial **contract** will be for a period of ONE (1) year. The Province reserves the right to extend the contract for a 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
Tara Crandlemere Manager, Parks and Recreation  Parks, Outreach and Service Delivery NS Department of Natural Resources 15 Arlington Place, Suite 7 2 <sup>nd</sup> Floor Truro, NS B2N 0G9  Email: <a href="mailto:Tara.Crandlemere@novascotia.ca">Tara.Crandlemere@novascotia.ca</a> Phone: (902) 893-5377

#### 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 2<sup>th</sup> at 4:00pm.

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 Tara Crandlemere Manager, Parks and Recreation, Truro, NS, B2N 0G9 or [Tara.Crandlemere@novascotia.ca](mailto:Tara.Crandlemere@novascotia.ca) no later than 4 pm on Friday May 4<sup>th</sup>, 2018.**

Awarding of contract is contingent upon receiving written proof:

- 1) liability insurance with a minimum of \$5,000,000 coverage.

## **2.0 Service Requirements**

To provide non-food services within provincial parks, expect:

### **Halifax County**

Martinique Beach  
Stoney Beach  
Cole Harbour – Lawrencetown Coastal Heritage Park System  
Lawrencetown Beach component

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 course, etc.)

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

Unacceptable: 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)  
Outdoor recreation activities (eg. water trampoline park or obstacle course)  
Archery or shooting activities  
Any activity that alters the park landbase or infrastructure

## 2.1 Mandatory Criteria

- Copy of current of Liability insurance, minimum \$5,000,000 coverage;

## 3.0 Administrative and Legal Requirements

### 3.1 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.

#### 3.1.1 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.

#### 3.1.2 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.

### 3.2 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.

### 3.2.1 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:

- liability insurance with a minimum of \$5,000,000 in coverage;
- 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.

### 3.2.2 External Packaging

Ensure the external packaging reflects the information listed below:

- Proponent's name
- Park Property being bid on

### 3.3 Pricing Response

The concessionaire, as a fee for the license and concession agreement, shall pay Natural Resources **vendor bid \$ 500.00** annually.



**Appendix A: Sample Contract**



**NOVA SCOTIA**  
Natural Resources  
**CONTRACT DOCUMENTS**

**Between:** Nova Scotia Department of Natural Resources represented by the  
Minister, Natural Resources, or designate.  
**and**

**Operator:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**THIS AGREEMENT** made in duplicate this            day of            A.D., 2018.

**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")

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 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 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 9, 2018 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 1, 2018.
  - 3) By November 30, 2018, the proponent shall provide to the DNR contact, a Statement of Revenue and Expenses for the 2018 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,
- 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
- 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, 2018 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.
15. The Operator shall
  - a) at its own expense and without limiting its liabilities herein, insure its operations under a contract of General Liability Insurance in an amount not less than \$5,000,000 per occurrence, insuring against bodily injury,

personal injury and property damage including loss of use thereof. Such insurance shall include products and completed operations, non-owned automobile liability, and tenants/occupiers legal liability in an amount suited to occupancy of the Province's Premises;

- b) maintain Automobile Liability Insurance on all vehicles owned, operated or licensed in the name of the Operator in an amount not less than \$2,000,000; if using a mobile concession.
  - c) maintain "All Risks" property insurance on all property owned by the Operator, and such insurance is to extend to the Operator's legal liability for the equipment of the Province in its care, custody or control. Coverage shall be in forms and amount sufficient to cover the value of the destroyed property or the cost of its repair;
  - d) ensure that each policy of insurance required above is endorsed to provide the Province with 30 day advance written notice of cancellation; and
  - e) provide evidence satisfactory to the Province of all required insurance prior to the commencement of this Agreement and annually thereafter. On request the Operator shall promptly provide the Province with a certified true copy of each new policy.
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:

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The Operator:

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- 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 Natural Resources :

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\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Signature of Representative

\_\_\_\_\_  
 Witness - Print Name

\_\_\_\_\_  
 Print Name and Position

\_\_\_\_\_  
 Date

\*\*\*\*\*

\_\_\_\_\_  
 Witness Signature

\_\_\_\_\_  
 Signature of Operator

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Witness - Print Name

Print Name and Position