



The City of Saint John

Request for Proposals

**2021-092203P
Consulting Services, City Market Strategic Plan
Saint John, New Brunswick**

Request for Proposals No.: 2021-092203P

Issued: Friday, October 22, 2021

Submission Deadline: Wednesday, November 10, 2021, 4:00 pm (Saint John time)

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PART 1 – INTRODUCTION

1.1 Invitation to Proponents

- (1) This Request for Proposals (“RFP”) is an invitation by The City of Saint John (the “City”) to prospective proponents to submit proposals for the provision of a **10-year Strategic Plan for the City Market** as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

- (1) For the purposes of this procurement process, the “City Contact” shall be:

Chris Roberts, SCMP, CPPB
Procurement Manager
Supply Chain Management
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 No Guarantee of Volume of Work or Exclusivity of Contract

- (1) The City makes no guarantee as to the value or volume of the Deliverables. The contract to be entered with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for same or similar to the Deliverables or may obtain the same or similar to the Deliverables internally.

1.4 Canadian Free Trade Agreement (CFTA)

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement (CFTA) are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of this RFP. For further reference, please see the Internal Trade Secretariat website at <https://www.cfta-alec.ca/>.

1.5 Province of New Brunswick Procurement Act and Regulation

Proponents should note that procurements in excess of \$105,700 are subject to the Province of New Brunswick’s Procurement Act and Regulation No. 2014-93.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Scope of Work

The City of Saint John wishes to create a new strategic plan for the City Market that will guide its operations, and development over the next 10 years.

The City is looking for the support of one or more consultants to aide in the development of this plan. Due to the public nature of the project, staff anticipate that the entire project will take approximately 12 months. It should be noted that this does not mean the project will take 12 months of full-time work, only that it will be spread over that period of time to allow for better engagement with stakeholders.

2.2 Background

The City Market has been in operation in its current location at 47 Charlotte Street since 1876 and is a national historic site and the oldest continuously operating market in Canada. The Market is located in the central business district, also known locally as “Uptown Saint John”. It is a major landmark and sits opposite of the historic King Square. There have been several major developments occurring near the building in the past 5 years, most notably the new 11 Story Irving Oil Home Office, renovations to the Imperial Theatre, upper floor redevelopment along king street, and the pending development of 99 King Street which will host 12 stories of mixed commercial and residential development immediately next door to the Market. More history on the market can be found at <https://sjcitymarket.ca/history.html>

The City Market is the cultural heartbeat of Saint John and one of the most visited sites in New Brunswick with over one-million visitors annually (prior to Covid-19)

The City Market hosts over 2 dozen permanent vendors that traditionally have 5-year leases with the City Market to offer a wider variety of goods and services including: fresh produce; seafood; meat and delicatessen; bakery; hand-made soaps and locally produced goods; coffee; prints and artwork; multiple vendors offering take-out food service; 2 full-service restaurants; 1 convenience store and large public areas with indoor and outdoor seating for dining and hosting events.

The Market is operated by the City of Saint John. Day to day operations is overseen by the City Market Manager, also known as the Deputy Market Clerk – the Mayor is the Clerk of the Market as indicated in the City’s Charter of 1785. The Market Manager is supported by a small, dedicated team of unionized staff who provide janitorial, routine maintenance, and security for the building. The Market is also supported by contractors on an as needed basis.

The City Market is open 6 days a week and also operates a seasonal night market on Thursday evenings during the summer months. The Market also hosts a number of ‘pop-up’ vendors who sell their goods for 1-3 days weekly at various bench locations throughout the market.

The Market is busiest during its lunch rush between 11 am and 1:30 pm daily. One of the challenges is that there are less customers outside of those times, and some vendors close early, or do not open on Saturdays, despite their lease requiring them to be open and operational during Market hours

The City Market also has a small 4 story tower that hosts office space which is currently occupied by City staff from multiple departments. The total cost to operate the entire building, the main hall and the tower is approximately 1.1M annually, and the City Market currently generates approximately \$500K in revenue primarily from renting space to vendors.

During the busy summer months, and during the Christmas season, the City Market is very busy with upwards of 10,000 visitors per day, especially if multiple cruise ships are in port. Covid-19 has had significant impacts on the City Market, visits have fallen over 50%, which can be explained in large part by the following:

- a. A large number of people working in office buildings, that would typically walkthrough and patronize the market are still working from home.
- b. Cruise Ships bring approximately 200,000 visitors to Saint John annually, with a large majority visiting the Market – there have been no cruise ships for 2 years in a row
- c. Many people are still nervous to visit public places where people congregate.

The pandemic revealed to the City Market that it had perhaps become too reliant on tourists and office workers. Going forward the Market will need to be a place not just for tourists and office workers on a lunch rush, but it must also be well visited by locals in general, especially the 7000+ residents who live in the downtown core of the City and are within a short walk of the City Market.

2.3 Items in Scope:

- (1) Creating a 10 Year Strategic Plan for the City Market.
- (2) Creating a 5-year action plan to implement the recommendations of the strategic plan.
- (3) Clarifying the Vision, Mission and Value Proposition of the City Market.
- (4) Maximizing the highest and best use of the City Market, including:
 - Maximizing customers in the space year-round;
 - Maximizing the use of floor space in the Main Hall, basement, mezzanine, and storage areas for vendor recruitment and use;
 - Maximizing the customer experience;
 - Exterior components along Charlotte Street, North and South Market as well as Germain Street.
- (5) Aligning the strategic vision of the market with the vendors found within the space.
- (6) Considerations on marketing and communications tools used to promote and brand the market.
- (7) Identifying ways to modernize the market while maintaining its historic and heritage character.
- (8) Examining if the City Market could be cost-neutral or even profitable to taxpayers, and providing recommendations on generating additional revenue.
- (9) Review of comparable plans from other Markets, and past and current practices in the City Market.
- (10) Review of Market Money (gift certificate) program, and other promotions.
- (11) Evaluate market operations, staffing model and hours of operation.
- (12) Assess needs for parking and public, and vendor access to the building.
- (13) Maximize opportunities with tourism, especially cruise ship visitors.

2.4 Items Out of Scope:

- (1) The use of second, third and fourth floor of the Head Tower of the City Market is out of scope for this exercise.

- (2) Doing anything that would jeopardize the Market’s standing as a national historic site.
- (3) Relocation or closure of the City Market.

2.5 Deliverables

The City of Saint John has setup a robust internal staff team to provide direct oversight and resourcing of the project. There will also be a publicly appointed steering committee who will guide the direction of the strategic plan and make recommendations to Common Council. The Consultant will be tasked with working very closely with the oversight team on the items that are in scope (see above) to directly deliver or actively support the primary, secondary, and tertiary deliverables as indicated:

2.5.1 Steering Committee Support

Primary Deliverable – Consultant will support the City

- a) The Consultant will be required to attend approximately 8 meetings with the project steering committee at a rate of one steering committee meeting approximately every 4 to 6 weeks. The Consultant will work closely with the project management on required preparation for these meetings. These meeting will take approximately two hours and the draft schedule is as follows:

| What | Purpose |
|------------------------------------|--|
| Steering Committee Kick-Off | To review the overall project, and the purpose of the project |
| Vision / History | To review the history of the Market and draft a vision statement for the Market |
| Mission | To start reviewing stakeholder engagement and create a mission statement. |
| Goals | Review any analyses (e.g., Gap Analysis / SWOT Analysis) and work with the committee to create goals for the plan. |
| Objectives | Confirm objectives for the plan with the committee |
| Review to date | Review all work to date, and start drafting the strategic plan, and accompanying action strategy plan. |
| Review Plan | Review draft plan with committee and make any adjustments |
| Recommend Plan | Meeting where Committee endorses plan |

2.5.2 Public Engagement

Primary Deliverable – Consultant and City will co-lead engagement, and will split responsibilities

- a) The consultant will develop an engagement strategy in consultation with the oversight team to obtain feedback from the stakeholders listed in Appendix D.
- b) The Consultant will work very closely with the City is conducting a robust engagement using a wider variety of mediums such as: Bang the Table™; Surveys; World Café engagements; virtual or in-person

open-Houses; pop-up engagements at the City Market; Focus Groups; Individual engagement when needed.

- i) The City and the Consultant will come to terms on which engagements should be led by City Staff and which could be led by the consultant alone
- c) Due to the sheer volume of stakeholders, engagement should primarily happen in a group setting (either in person or by teleconference), rather than on an individual basis, unless there is specific need. The initial public engagement on the strategy, including ideas, comments, and proposed areas of focus should be concluded before the end of the Christmas Holiday of 2021.
- d) There will be a second round of engagement, that will likely occur in early summer 2022 and will be to obtain public feedback on the initial vision, mission, goals, and objectives.

2.5.3 Analyses

Primary and Secondary Deliverables - Consultant will lead with City support

- a) The Consultant will conduct an analysis of the City Market beginning in the new year of 2022, its cashflows, and its operations. It is expected that the following analyses will be delivered to the City by March 2022:
 - i) A SWOT Analysis (**primary deliverable**)
 - ii) A Gap Analysis, (**primary deliverable**) based on the goals set by the steering committee
 - iii) An Operational Audit. (**primary deliverable**)
 - i) To review among other things, the best use of the physical space of the market, hours of operation, review of revenues and revenue generation opportunities
- b) City Market Money Program (**secondary deliverable**)
 - i) The City Market offers a gift card program which is popular, especially during holidays. The Market typically sells \$15,000-\$30,000 in Market money annually, but the process is time consuming, and administratively burdensome. This deliverable will offer recommendations for either improving the existing program, stopping the program, or offering reasonable alternatives.

2.5.4 Strategic Plan

Primary Deliverable – Consultant will lead with City Support

- a) The Consultant will draft a strategic plan with the support of the oversight team and present it in an iterative fashion to the steering committee.
- b) The Plan will clearly identify the Goals, Vision, and Objectives for the City Market for the next 10 years.

- c) A first draft should be completed no later than August 2022

2.5.4 Action Plan

Primary Deliverable – Consultant will lead with City Support

- a) The Consultant will draft a 5-year action plan to implement the recommendations of the strategic plan.
- b) This action plan will also include Key Performance Indicators.

2.5.5 Capital Improvement Plan

Primary Deliverable – City will lead with Consultant Support

- a) This plan will also include recommended capital upgrades to the interior and exterior spaces to fully bring the vision of the strategic plan to fulfilment.
- b) The plan will also include corresponding visual renderings to build excitement and understanding with the general public.

2.5.6 Marketing Strategy

Secondary Deliverable – Consultant will lead with City Support

- a) The City Market budgets approximately \$60,000 annually on Marketing. The City Market needs a fresh new marketing strategy to accompany the Action Plan and to ensure the Market is attracting visitors, the public and vendors.

2.6 Oversight

- (1) The work of the Consultant will be coordinated directly by City of Saint John Growth Manager. The Growth manager will work in consultation with a staff oversight steam and a publicly appointed Steering Committee.

2.7 Timing

- (1) All deliverables should be completed no later than October 2022

2.8 Budget

- (1) The total budget for this project should be within the range between \$ 50,000 and \$ 100,000, excluding HST.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Timetable

- (1) The RFP timetable is tentative only, and may be changed by the City at any time.

| | |
|------------------------------|--|
| Issue Date of RFP | Friday, October 10, 2021 |
| Deadline for Questions | Wednesday, November 3, 2021, 4:00 pm, ADT |
| Deadline for Issuing Addenda | Thursday, November 4, 2021, 4:00 pm, ADT |
| Submission Deadline | Wednesday, November 10, 2021, 4:00 pm, AST |
| Rectification Period | 3 Business Days |

3.2 Submission Instructions

Proposals Should Be Submitted at Prescribed Location

(A) Proposals Should Be Submitted at Prescribed Location

- (1) Proposals should be submitted at:

The City of Saint John
Supply Chain Management, 1st Floor
175 Rothesay Avenue
Saint John, New Brunswick, E2J 2B4 (the “**Prescribed Location**”)

Attention: Chris Roberts, SCMP, CPPB

(B) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents should submit one (1) signed original and three (3) bound copies of the technical proposal and supporting information, one (1) signed original copy and three (3) bound copies of the financial proposal and supporting information, and one (1) electronic copy of each proposal on a flash drive.
- (2) The technical proposal should be sealed in an envelope, clearly indicating the proponent’s name and address and marked: “**Technical Proposal: 2021-092203P – Consulting Services – City Market Strategic Plan**”.
- (3) The financial proposal should be sealed in a separate envelope, clearly indicating the proponent’s name and address and marked: “**Financial Proposal: 2021-092203P – Consulting Services – City Market Strategic Plan**”.
- (4) Proposals sent by fax or email will be rejected.

Proposals Should Be Submitted on Time

- (1) Proposals shall be submitted at the Prescribed Location on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

Withdrawal of Proposals

- (1) At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the City Contact and must be signed by an authorized representative. The City is under no obligation to return withdrawn proposals.

3.3 Stages of Proposal Evaluation

- (1) The City will conduct the evaluation of proposals and selection of the highest ranked proponent in the following three stages described in further detail below:
 - (a) Stage I – Mandatory Requirements and Rectification
 - (b) Stage II – Evaluation of Rated Criteria and Pricing
 - (c) Stage III – Selection and Final Negotiation

(A) Stage I – Mandatory Requirements and Rectification

Submission and Rectification Period

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals failing to satisfy the mandatory requirements as of the Submission Deadline will be provided an opportunity to rectify any deficiencies. Proposals satisfying the mandatory requirements during the Rectification Period, as described in Part 3 – Section 3.1 – Timetable will proceed to Stage II. Proposals failing to satisfy the mandatory requirements within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the City issues its rectification notice to the proponents.

Mandatory Submission Forms

Other than inserting the information requested on the mandatory submission forms set out in this RFP, a proponent may not make any changes to any of the forms.

Submission Form (Appendix A)

Each proponent must complete the Submission Form and include it with their technical proposal. The Submission Form must be signed by an authorized representative of the proponent.

Pricing Form (Appendix B)

Each proponent must complete the Pricing Form and include it with their financial proposal. The Pricing Form must be completed according to the instructions contained in the form. Fees must be

provided in Canadian funds, inclusive of all costs, applicable duties, overhead, and insurance costs, except for HST/GST.

Reference Form (Appendix C)

Each proponent must complete the Reference Form and include it with its technical proposal.

Other Mandatory Requirements

Each proposal must:

- (a) Be in English.
- (b) Be for the entire scope of work as described in Part 2 – The Deliverables – Section 2.1 – Scope of Work. Incomplete proposals or proposals for only part of the Deliverables described in Part 2 – Section 2.5 – Deliverables shall be disqualified.

(B) Stage II – Evaluation of Rated Criteria and Pricing

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the pricing in accordance Part 3 – The Evaluation of Proposals - Section 3.4 – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, the top-ranked proponent will be selected to enter into direct negotiations.

3.4 Evaluation Criteria

The following is an overview of the categories and weighting for the rated criteria relevant to the evaluation of proposals under this RFP.

| STAGE II OF EVALUATION PROCESS | SCORING |
|---|------------|
| Quality and Completeness: <ul style="list-style-type: none"> <input type="checkbox"/> Has the proponent addressed all of the needs identified? <input type="checkbox"/> Is the proposal presented in an organized and professional manner? <input type="checkbox"/> Submission Form included – Appendix A | 10 |
| Proponent’s Experience: <ul style="list-style-type: none"> <input type="checkbox"/> Has the proponent demonstrated a level of expertise with the requirements of this RFP? <input type="checkbox"/> References provided – Appendix C | 30 |
| Approach: <ul style="list-style-type: none"> <input type="checkbox"/> Approach to assignment | 30 |
| Cost: <ul style="list-style-type: none"> <input type="checkbox"/> Cost will be a factor, however, neither the only factor nor the determined factor, in the evaluation of the proposals. <input type="checkbox"/> Pricing Form Included – Appendix B | 30 |
| TOTAL POINTS FOR STAGE II | 100 |

3.5 Proposal Submission

Proposals must include the following information.

- 1) **Proponent Contact Information** – (Appendix A)
- 2) **Overview** – maximum 3 pages explaining your interest in and alignment with this assignment; any specific value proposition; as well as your skills, experience, and expertise relevant to the assignment.
- 3) **Approach** – maximum 10 pages indicating the approach you would take to the assignment – see additional notes (Appendix D)
- 4) **Proponent** –
 - a) CVs and a short (maximum 2 pages) outline of the experience of the consultant in undertaking providing the services and deliverables.
 - b) Proponents have the option to subcontract, or partner with another agency on specific deliverables where they may lack inhouse resources or expertise. The proponent should indicate which deliverables they themselves would complete on their own, and which deliverables would be supported by a different agency, or subcontractor.
- 5) **Cost** – Quotation should provide total estimate of fee along with breakdown of hours, travel / other expenses, and hourly rate & responsibilities per team member, (see Appendix B). The Cost should also be broken down for each deliverable.
 - a) The consultant should break down each deliverable by the number of hours proposed, and which team members will be involved
- 6) **References** – names of two clients, including contact information and the nature of the services provided. (Appendix C)

[End of Part 3]

PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

(A) Proponents to Follow Instructions

- (1) Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable part, section, subsection or paragraph numbers of this RFP.

(B) Information in RFP Only an Estimate

- (1) The City and its representatives shall not be liable for any information or advice or any discrepancies or errors or omissions that may be contained in this RFP or an Addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the proponents pursuant to this RFP.
- (2) The City and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the work. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

(C) Proponents Shall Bear Their Own Costs

- (1) The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, and/or presentations.

4.2 Communication after Issuance of RFP

(A) Proponents to Review RFP

- (1) Proponents shall promptly examine all of the documents comprising this RFP, and
 - (a) Shall report any errors, omissions or ambiguities; and
 - (b) May direct questions or seek additional information in writing by email to the City Contact on or before the Deadline for Questions. All questions submitted by proponents by email to the City Contact shall be deemed to be received once the email has entered into the City Contact's email inbox. No such communications are to be directed to anyone other than the City Contact. The City is under no obligation to provide additional information, and the City shall not be responsible for any information provided by or obtained from any source other than the City Contact.
- (2) It is the responsibility of the proponent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

(B) All New Information to Proponents by Way of Addenda

- (1) This RFP may be amended only by an addendum in accordance with this subsection. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of this RFP.
- (2) Such addenda may contain important information, including significant changes to this RFP. In Appendix A, proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

(C) Post-Deadline Addenda and Extension of Submission Deadline

- (1) If any addendum is issued after the Deadline for Issuing Addenda, the City may at its discretion extend the Submission Deadline for a reasonable period of time.

(D) Verify, Clarify and Supplement

- (1) When evaluating responses, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal. The City may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

(E) No Incorporation by Reference

- (1) The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

(F) Proposal to Be Retained by the City

- (1) The City will not return the proposal or any accompanying documentation submitted by a proponent.

4.3 Debriefing

(A) Debriefing

- (1) Upon written request from any proponent, the City may provide a more detailed oral debriefing either by phone or in person, as required by the proponent. The written request shall be submitted to the City Contact no later than 15 calendar days after such notification.
- (2) The acceptance of the successful proposal shall not be discussed during a debriefing.

4.4 Prohibited Conduct

(A) Proponent Not to Communicate with Media

- (1) A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the City Contact.

(B) No Lobbying

- (1) A proponent may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

(C) Illegal or Unethical Conduct

- (1) Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including other inappropriate communications, offering gifts to members of Common Council, employees, officers or other representatives of the City, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

(F) Past Performance or Inappropriate Conduct

- (1) The City may prohibit a proponent from participating in the procurement process based on past performance or based on inappropriate conduct in a prior procurement process.
- (2) Such inappropriate conduct shall include, but not be limited to the following:
 - (a) All the conducts as described in Part 4 – Section 4.4;
 - (b) The refusal of the proponent to honour its pricing or other commitments made in its proposal;
or
 - (c) Any other conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest.

4.5 Confidential Information

(A) Confidential Information of City

- (1) All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP:
 - (a) Is the sole property of the City and must be treated as confidential;

- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Contract;
- (c) Must not be disclosed by the proponent to any person, other than persons involved in the preparation of the proponent's proposal or the performance of any subsequent contract, without prior written authorization from the City; and
- (d) Shall be returned by the proponents to the City immediately upon the request of the City.

(B) Confidential Information of Proponent

- (1) A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to the City's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the City Contact.

4.6 Procurement Process Non-Binding

(A) No Contract A and No Claims

- (1) The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) This RFP shall not give rise to any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
 - (b) Neither the proponent nor the City shall have the right to make any claims (in contract, tort, equity or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFP.

(B) No Contract until Execution of Written Contract

- (1) The RFP process is intended to identify the highest ranked proponent for the purposes of entering into a contract. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the City by the RFP process until the issuance of a purchase order for the acquisition of such goods and/or services.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to the issuance of a purchase order, such information will be assessed during the evaluation of the responses and the

ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

(D) Disqualification for Misrepresentation

- (1) The City may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations, omissions, or any other inaccurate, misleading or incomplete information.

(E) Cancellation

- (1) The City may cancel or amend the RFP process without liability at any time.

4.7 Governing Law and Interpretation

A. Governing Law

- (1) The terms and conditions in this Part 4:
- (a) Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
 - (b) Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
 - (c) Are to be governed by and construed in accordance with the laws of the province of New Brunswick and the federal laws of Canada applicable therein.

4.8 Reserved Rights

The City reserves the right to:

- a) Reject an unbalanced Proposal. For the purpose of this section, an unbalanced Proposal is a Proposal containing a unit price which deviates substantially from, or does not fairly represent, reasonable and proper compensation for the unit of work bid or one that contains prices which appear to be so unbalanced as to adversely affect the interests of the City. The City reserves the right to use Proposals submitted in response to other like or similar Requests for Proposals as a guideline in determining if a proposal is unbalanced.
- b) Amend or modify the scope of a project, and/or cancel or suspend the Proposal Solicitation at any time for any reason.
- c) Require proponents to provide additional information after the Closing Date for the Proposal Solicitation to support or clarify their proposals.

- d) Not accept any or all proposals.
- e) Not accept a proposal from a proponent who is involved in litigation, arbitration or any other similar proceeding against the City.
- f) Reject any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members.
- g) Withdraw a Proposal Solicitation and cancel or suspend the Proposal Solicitation process.
- h) Extend, from time to time, any date, any time period or deadline provided in a Proposal Solicitation (including, without limitation, the Proposal Solicitation Closing Date), upon written notice to all proponents.
 - i) Assess and reject a proposal on the basis of
 - i. Information provided by references;
 - ii. The proponent's past performance on previous contracts;
 - iii. Information provided by a proponent pursuant to the City exercising its clarification rights under the Proposal Solicitation process;
 - iv. The proponent's experience with performing the type and scope of work specified including the proponent's experience;
 - v. Other relevant information that arises during a Proposal Solicitation process.
- j) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- k) Verify with any proponent or with a third party any information set out in a proposal.
- l) Disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- m) Disqualify any proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- n) Make changes including substantial changes to the proposal documents provided that those changes are issued by way of an addendum in the manner set out in the Proposal Solicitation documents.
- o) Select any proponent other than the proponent whose proposal reflects the lowest cost to the City.
- p) Cancel a Proposal Solicitation process at any stage.
- q) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- r) Accept any proposal in whole or in part.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the City shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the City exercising any of its express or implied rights under a Proposal Solicitation.

4.9 Limitation of Liability and Waiver

In every Proposal Solicitation, the City shall draft the documents such that each proponent, by submitting a proposal, agrees that:

- a) Neither the City nor any of its employees, agents, advisers or representatives will be liable, under any circumstances, for any claims arising out of a Proposal Solicitation process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or any other claim.
- b) The proponent waives any claim for any compensation of any kind whatsoever including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the City's decision to not accept the proposal submitted by the proponent, to award a contract to any other proponent or to cancel the Proposal Solicitation process, and the proponent shall be deemed to have agreed to waive such right or claim.

[End of Part 4]

APPENDIX A– SUBMISSION FORM

(A) Proponent Information

| | |
|--|--|
| Please fill out the following form, and name one person to be the contact for your response to this RFP response and for any clarifications or amendments that might be necessary. | |
| Full Legal Name of Proponent: | |
| Any Other Relevant Name under Which the Proponent Carries on Business: | |
| Street Address: | |
| City, Province/State: | |
| Postal Code: | |
| Phone Number: | |
| Fax Number: | |
| Company Website (If Any): | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Facsimile: | |
| RFP Contact E-mail: | |

(B) Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of this RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the City and the selected proponent have executed issued a purchase order.

(C) Ability to Provide Deliverables

The proponent has carefully examined this RFP documents and has a clear and comprehensive knowledge of the Deliverables required under this RFP. The proponent represents and warrants its ability to provide the Deliverables required under this RFP in accordance with the requirements of this RFP for the fees set out in the Pricing Form and has provided a list of any subcontractors to be used to complete the proposed contract.

(D) Mandatory Forms

The proponent encloses as part of the proposal the mandatory forms set out below:

| FORM | INITIAL TO ACKNOWLEDGE |
|-----------------|------------------------|
| Submission Form | |
| Pricing Form | |
| Reference Form | |

Notice to proponents: There may be forms required in this RFP other than those set out above. See the Mandatory Requirements section of this RFP for a complete listing of mandatory forms.

(E) Non-Binding Price Estimates

The proponent has submitted its fees in accordance with the instructions in this RFP and in the Pricing Form set out in Appendix B. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

(F) Addenda

The proponent is deemed to have read and accepted all addenda issued by the City prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposal based on the addenda. The proponent confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: _____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

(G) No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

(H) Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the City's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name

Title

Date

I have the authority to bind the proponent.

APPENDIX B – PRICING FORM

(1) Consulting Fee:

(written)

\$ _____

(numeric)

(2) Breakdown of Hours and Hourly Rates:

| Team Member | Responsibility | Hourly Rate | No. of Hours |
|-------------|----------------|-------------|--------------|
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |
| | | \$ | |

(3) Associated Travel Cost (if applicable)

Signature of Proponent Representative

Date

APPENDIX C – REFERENCE FORM

Each proponent must provide two references from clients who have obtained similar goods or services to those requested in this RFP from the proponent in the last two years.

Reference #1

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

Reference #2

| | |
|----------------------------------|--|
| Company Name: | |
| Company Address: | |
| Contact Name: | |
| Contact Telephone Number: | |
| Date Work Undertaken: | |
| Nature of Assignment: | |

APPENDIX D – STAKEHOLDERS OF THE CITY MARKET

This list is non-exhaustive

1) *City Market Vendors*

- a. Permanent Current Vendors
- b. Pop-Up / Temporary Vendors
- c. Former Vendors

2) *Neighbouring Businesses*

- a. Brunswick Square
- b. Irving Oil
- c. JD Irving Ltd.
- d. UNB Saint John
- e. Percy Wilbur, Developer 99 King
- f. Service New Brunswick
- g. Historica
- h. Admiralty Beaty
- i. NB Power
- j. Businesses backing along South Market St

3) *Arts and Culture*

- a. Area 506
- b. Queen Square Farmers Market
- c. Imperial Theatre
- d. Third Shift
- e. Local Artists, Musicians, and Buskers
- f. Chinese Cultural Centre
- g. Other local/regional farmers markets

4) *People*

- a. Non-Uptown Residents
- b. Uptown Residents
- c. Cruise Visitors
- d. Tourists

5) *Other Stakeholders*

- a. Envision Saint John
- b. Chamber of Greater Saint John
- c. Uptown Saint John
- d. Waterloo Village
- e. First Nations
- f. Saint John Newcomers Centre
- g. PULSE
- h. Port Saint John
- i. PRUDE Inc
- j. Black Lives Matter
- k. Aquila Tours

I. Historians

6) *Committees*

- a. Saint John Ability Advisory Committee
- b. Cruise Saint John Business and Community Liaison Committee
- c. Saint John Community Arts Board
- d. Planning Advisory Committee
- e. Heritage Board

Stakeholders will be engaged through a variety of means that could include, individual meetings, focus groups, online feedback, surveys, public meetings / open houses, drop in feedback, e-mail & social media, or other means.