



The City of Saint John

Request for Proposals

for

**2023-080101P – Concession Services/Operation of Canteen at Dominion Park
Beach Facility**

Saint John, New Brunswick

Request for Proposals No.: 2023-080101P

Issued: Tuesday, May 30th, 2023

Submission Deadline: Thursday, June 15th, 2023, at 4:00:00 p.m. (Saint John time)

TABLE OF CONTENTS

PART 1 – INTRODUCTION	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact Person.....	3
1.3 Type of Contract for Deliverables	3
1.4 No Guarantee of Volume of Work or Exclusivity of Contract.....	3
1.5 Agreement on Internal Trade	3
1.6 Duration of Agreement.....	3
PART 2 – THE DELIVERABLES.....	4
2.1 Description of Deliverables.....	4
PART 3 – EVALUATION OF PROPOSALS	5
3.1 Timetable	5
3.2 Submission Instructions.....	5
3.3 Stages of Proposal Evaluation.....	6
PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS.....	8
4.1 General Information and Instructions	8
4.2 Communication after Issuance of RFP	8
4.3 Debriefing	9
4.4 Prohibited Conduct.....	10
4.5 Confidential Information	11
4.6 Procurement Process Non-binding.....	11
4.7 Governing Law and Interpretation	12
APPENDIX A – SUBMISSION FORM	15
APPENDIX B – PRICING FORM.....	17
APPENDIX C – REFERENCE FORM	19
APPENDIX D – RFP PARTICULARS.....	20

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 Concession Services/ Operation and Management of the Canteen Facility located at Dominion Park, as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person

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

Mike Lewis
Procurement Specialist
The City of Saint John
Email: supplychainmanagement@saintjohn.ca

1.3 Type of Contract for Deliverables

- (1) The City will issue a contract to the successful proponent for the scope of services detailed in this request for proposal.

1.4 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.

1.5 Agreement on Internal Trade

- (1) Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade 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 http://www.ait-aci.ca/index_en.htm.

1.6 Duration of agreement

- (1) The agreement resulting from this procurement will be for a period of three (3) years with two (2) additional one (1) year extension periods to be exercised at the City’s sole discretion. Proponents are to bid pricing for all three (3) years on the Pricing Form (Appendix B).

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This Request for Proposal (“RFP”) is an invitation by the City of Saint John (the “City”) to prospective experienced, qualified and reputable proponents to submit proposals for the provision of Concession Services for the Operation and Management of The Dominion Park Canteen Facility, as further described in Appendix D – RFP Particulars – Section A – Scope and Requirements.

[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	Tuesday, May 30 th , 2023
Deadline for Questions	Thursday June 6 th , 2023, 4:00:00 p.m., Atlantic Time
Deadline for Issuing Addenda	Wednesday, June 7 th , 2023, 4:00:00 p.m., Atlantic Time
Submission Deadline	Thursday, June 15 th , 2023, 4:00:00 p.m., ADT
Rectification Period	3 Business Days
Anticipated Deadline for Award of Agreement	TBD

3.2 Submission Instructions

(A) Proposals Should Be Submitted via Email

- (1) Proposals should be submitted via email to:

supplychainmanagement@saintjohn.ca

(B) Proposals Should Be Submitted in Prescribed Manner

- (1) Proponents should submit one (1) signed electronic technical proposal and supporting information, and one (1) signed electronic financial proposal and supporting information, both in pdf format.
- (2) The technical proposal should be titled: **“Technical Proposal: 2023-080101P- “Concession Services – Operation of Canteen Facility at Dominion Park”**
- (3) The financial proposal should be titled: **“Financial Proposal: 2023-080101P- “Concession Services – Operation of Canteen Facility at Dominion Park”**

(C) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package to the Prescribed Location. The sealed package shall be prominently marked with the RFP title and number and the full legal name and return address of the proponent. Any amendment should clearly indicate which part of the proposal the amendment is intended to affect.

(D) 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 Appendix D – Section A – Scope and Requirements. Incomplete proposals or proposals for only part of the Scope and Requirements described in Appendix D 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 Appendix D – Section B – Evaluation Criteria.

(C) Stage III – Selection and Final Negotiation

Once the proposals have been evaluated as per Stage II, and if the City wishes to request changes and/or improvements to the proponent's proposal, the top-ranked proponent may be selected to enter into direct negotiations.

During the negotiation, the City may provide the top-ranked proponent with any additional information and may seek further information and proposal improvements. After the negotiation, the top-ranked proponent may be invited to revise its initial proposal and submit its BAFO to the City.

[End of Part 3]

PART 4 – TERMS AND CONDITIONS

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. Proponents are responsible for obtaining all addenda issued by the City. Addenda may be obtained from the City's website (www.saintjohn.ca) under the menu option "Tender and Proposals". 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.

(B) Procurement Protest Procedure

(1) The parties shall attempt to negotiate all disputes in good faith.

(2) In the event the parties are unable through good faith negotiations to mutually resolve any dispute, controversy or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this RFP, such dispute, controversy or claim shall be referred to the dispute resolution procedure in accordance to Part 4 – Section 4.8 – Dispute Resolution Procedure.

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.

(D) 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.
 - (d) This procurement is also subject to the following Policies, Legislation and Internal Trade Agreement(s) including:
 - a. Atlantic Trade and Procurement Partnership
 - b. Canadian Free Trade Agreement

- c. City of Saint John Policy for the Procurement of Goods, Services and Construction
- d. New Brunswick Procurement Act and Regulation 2014-93

(B) 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.

(C) 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 C – REFERENCE FORM

Each proponent is requested to provide three 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:	

Reference #3

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

APPENDIX D – RFP PARTICULARS

(A) SCOPE AND REQUIREMENTS

1.0 OBJECTIVE

As part of The City of Saint Johns continued commitment to public recreation, the objective of this proposal is to select an experienced, qualified, reputable concessionaire to establish a standing offer agreement for the provision of food and beverage services within the newly constructed canteen facility located at Dominion Park Beach on a seasonal basis, for a term of three (3) years with two (2) additional one (1) year extension periods to be exercised at the City's sole discretion. Proponents are to bid pricing for all three (3) years on the Pricing Form (Appendix B).

Proposals will be accepted from licensed food concession operators capable of supplying an array of hot and cold food and beverages and sundry items, to be dispensed from the Dominion Park canteen facility and will have responsibility for carrying out all the necessary day to day operations and management of the food concession operation.

Note: Cooking will not be permitted as the building does not have a sprinkler system.

Operating hours are to be from 11: 00 to 19:00, 7 days a week, however flexible based upon demand.

The anticipated annual seasonal schedule for operation is approximately June 29th – September 10th.

2.0 SCOPE OF WORK

2.1 General Specifications:

The City of Saint John will provide to the successful proponent with:

- A canteen facility of approximately 30 Square Meters within the Dominion Park Facility
- 200 Amp Electrical service for the building
- Fifteen 15 Amp/120Volt receptacles
- Plumbing "Rough In" for large sink or other fixture.
- Access to washrooms facilities which require that personnel exit the canteen and use one of the several public washroom facilities.

Note: No cabinetry or counters will be provided. This will be the responsibility of the successful proponent.

2.2 Successful Proponents Responsibilities:

In exchange for the exclusive right to sell all edibles, beverages, novelties, wares and merchandise within Dominion Park for the duration of the proposed three (3) year contract period (with options to extend the agreement for up to two (2) additional one (1) year periods), the successful Proponent shall be responsible for the following:

- Remit payment to the City of Saint John in accordance with the proposed financial remuneration schedule submitted in response to this RFP, and any financial incentives subsequently negotiated with the successful Proponent, in a timely manner;
- Pay, charges for gas and electricity, and all other rates and charges which may be levied or charged against said premises, including business taxes;
- Maintain a valid and current CLASS 4 FOOD PREMISES LICENSE from the Province of New Brunswick to operate all food and beverage concession services within the Dominion Park Canteen Facility throughout the term(s) of the agreement;
- Ensure that a MINIMUM OF ONE (1) TRAINED AND CERTIFIED FOOD HANDLER IS PRESENT AT ALL TIMES in the area of a food premises where food is being prepared, and that the manager of the food premises holds a certificate confirming their successful completion of a food handling program as per Section 39(1)(2) of the Food Premises Regulation;
-
- Will not, at any time during the contract term, permit or use any noxious, noisome or offensive art, trade, business, occupation or calling, or keep, sell, use, handle, or dispose of any goods, merchandise or things which the City may, for any reason, deem objectionable;
- Will not, at any time, keep, sell, store, offer for sale, give away or otherwise handle or dispose of any intoxicating substances;
- Will not allow any refuse, garbage or loose or waste material to accumulate in said premises;
- Will ensure timely and regular payment of all premiums required to maintain liability insurance and WorkSafe New Brunswick coverage as specified in this RFP document, throughout the term of the agreement.
- Will ensure that all goods, canteen materials, etc. are delivered during Dominion Parks regular operating hours. The delivery and transportation of these goods or materials into the canteens shall be the sole responsibility of the concession operator and his / her staff;
- Will ensure that all housekeeping and cleaning chores are carried out on a regular basis, in accordance with all applicable Health and Safety regulations, and Food Handling

requirements, and that the concessions remain clean and sanitary at all times. The concession operator and his / her staff shall also be responsible for the general sweeping up and removal of all debris, trash, etc. inside the concessions facility, and that it shall be placed in proper sanitary trash containers. Debris or waste shall be removed or emptied daily by the concession operator and his / her staff, and under no circumstances shall any trash, debris, or waste be allowed to accumulate, even in proper containers, any longer than twenty-four (24) hours;

- Will ensure that all staff employed to operate the food and beverage concessions maintain a neat, clean and professional appearance, are properly attired, and presentable to the general public.
- Will treat members of the public with the utmost respect, and conduct themselves in a friendly, professional, courteous manner at all times. The use of foul language, smoking, consumption of alcoholic beverages, or use of illegal drugs by the Proponent and his / her staff while on duty will NOT be tolerated;
- Will be responsible for the hiring, training and certification (as required under the provisions of the New Brunswick Food Premises Regulations) of employees in terms of food preparation and storage, health regulations, safety awareness, housekeeping and cleaning responsibilities, operational procedures, proper work attire and appearance;
- Will be responsible for completing criminal background checks on all employees prior to commencement of work term;
- Will provide the T&E Department personnel with a list of staff members that will be employed to operate the food and beverage concessions, and that T&E staff are
- Notify immediately if any changes in staffing occur at any point in time throughout the term of the agreement.
- Will ensure that all advertising, directional signage, marketing materials, and other promotional literature and materials are reviewed and approved by T&E personnel prior to being erected, distributed or displayed within the Canteen Facility or on the premises.
- Will ensure complete and full cooperation with City staff and / or Health and Safety Inspector who wish to carry out a thorough inspection of the food concession facilities at any time, to ensure the Proponent's responsibilities, as described herein, are adhered to.
- If, at any time, either facility is found not to be in a sanitary or clean condition, the City of Saint John's designated representatives may, by serving notice, close down the facility within five (5) days written notice, at which time the agreement between the City and the concession operator may be reconsidered.
- Prior to commencing operations, the successful Proponent will provide designated T&E personnel with their proposed menu for the season in detail, including pricing, for review and approval by PLS staff.

The concessionaire is required to adhere to City policies, standard operating procedures, and regulations.

Concessionaires Maintenance of Canteen

The canteen must be cleared of equipment/supplies and left clean at the end of the season; some equipment can remain if the agreement has already been renewed for the following season. No perishable food may be left in the canteen over the winter months.

Vulnerable sector checks must be provided for all individuals operating the canteen; cost to be covered by the canteen operator.

Notes:

Canteen Types – “Stationary” refers to a permanent structure, room, etc. in place for the purpose of providing canteen services.

Utilities – “All” refers to water, heat, electrical, lights, garbage removal, pertaining to the “Stationary” canteen type.

Approximate Traffic

The City does not guarantee any particular volume of business this location for any specific timeframe.

The City of Saint John does not assume liability for loss of product, labour costs, or any other losses incurred by the operator. The canteen operator understands and agrees that sport organizations may be given permission by Parks and Recreation to host special events and fundraisers. If property insurance is required, it is the responsibility of the canteen operator to arrange for their own insurance, it is not covered by the City of Saint John.

REGULATIONS

The canteen operator agrees to abide by any regulations set down by the Saint John Fire Department Inspection Services Division and by all Department of Health rules and regulations for food service delivery; both the license and last inspection report must be posted at the Canteen. Canteen operators must have their own insurance, the City of Saint John does not assume liability for loss, damages, or vandalism to the canteen.

ALCOHOLIC BEVERAGES / SMOKING /VAPING

City Parks have a Zero Tolerance Liquor Policy and are Non-Smoking facilities. The City will permit the successful proponent to obtain a liquor license, however patio access may not be completed.

VULNERABLE PERSONS

Vulnerable sector checks must be provided for all individuals operating the canteen; cost to be covered by the canteen operator.

BASIC TECHNICAL PROPOSAL REQUIREMENTS

Vendors are to provide complete technical proposals detailing the services they would provide at the Dominion Park Canteen Facility. Information included in the proposal should include but not be limited to the following:

Technical Proposal - Canteen Operating Plan

To include hours of operation, menu, healthy-choice options, menu item pricing, combo pricing (e.g. chips and soda), season-appropriate menu items (e.g. hot chocolate in spring/fall seasons), food and beverage options for special events (i.e. items that wouldn't normally be offered on the menu), any proposed novelty items and/or merchandise to be offered for sale, promotional/advertising strategy (signage, etc.), recycling efforts, equipment to be used, staff sanitary policy/procedures, any additional equipment/fixtures to be provided to enhance existing stationary canteens, proof of licensing to own/operate canteen business, etc.

Applicants should be aware that all four canteens do not currently meet the Department of Health regulations for a Class 4 FSE License, which required one sink for handwashing and two sinks for utensils, equipment, dishwashing and food preparations.

In addition, if the vendor plans to utilize any sub-contractors to deliver the canteen services, that must be disclosed within the Canteen Operating Plan. Vendors will be held responsible for the performance of any sub-contractors utilized by them in the performance of these services.

Financial Proposal - Incentive Proposal

Vendors are to detail as to how the City will be compensated for granting rights to provide canteen services on City property. To include the following:

Proposed payment terms with a minimum bid as outlined in Appendix B (i.e. fixed rental payment, percentage of gross monthly income from sales, etc.)

Frequency of payment (i.e. weekly, monthly, etc.)

Site improvement contribution

Any additional financial incentive(s)

Financial incentives shall be in Canadian funds and be exclusive of HST.

Any non-profit groups bidding on this scope of work are to detail their intended use will be required to review City operating procedure to ensure staff and public safety.

Contractor is to meet with designated City staff to review EMCS maintenance program and other issues related to control system, as required.

Contractor may be required to provide cost estimate and recommendation on equipment replacement and upgrade.

2.2 Certificate Of Insurance

The successful concessionaire shall provide evidence of the following insurance coverage:

- 1) General Liability with minimum limits of two million dollars, (\$2,000,000.00). The policy shall include:

- *operations of the contractor in connection with this contract;
- *products and completed operations coverage;
- *contractual liability with respect to this contract;
- *the City of Saint John added as an additional insured;
- *a cross liability clause;
- *non-owned automobile;
- *thirty (30) days notice of cancellation of this policy "**will**" be given to the City of Saint John, by the insurers;

- 2) Standard automobile insurance for owned automobiles with at least the minimum limits allowed by law. This coverage is to remain in effect for the entire time frame of the contract.

2.3 WorksafeNB Certificate

The successful Proponent shall provide to the City a WorkSafeNB certificate which confirms proper registration and good standing with WorkSafeNB.

(B) EVALUATION CRITERIA

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

EVALUATION CRITERIA	WEIGHT
PROPONENT'S QUALIFICATIONS AND EXPERIENCE IN FOOD AND BEVERAGE CONCESSION OPERATIONS AND MANAGEMENT <i>(a) Company Experience</i> <i>(b) Key Staff</i> <i>(c) Client References</i>	20%
PROPONENT'S CONCESSION OPERATING PLAN	20%
PROPOSED FOOD, BEVERAGE, NOVELTY, WARES, AND MERCHANDISE OFFERINGS	25%
PROPONENT'S HEALTHY OPTIONS PLAN	10%
PROPOSED FINANCIAL REMUNERATION	25%
TOTAL:	100 %