

The City of Saint John

Request for Proposals

**Venue Management Services - Saint John Trade
and Convention Centre**

RFP No: 2024-092202P

Saint John, New Brunswick

Request for Proposals No.: 2024-092202P – Venue Management Services – Saint John Trade
and Convention Centre

Issued: January 23, 2023

Non-Mandatory Site Visit: February 6, 2023

Submission Deadline: February 27, 2023 4:00:00 p.m., AST

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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 (“Proponent” or “Respondent”) to submit proposals for venue management of the Saint John Trade and Convention Centre as further described in Part 2 – The Deliverables (the “Deliverables”).

1.2 RFP Contact Person and Communications

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

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

All communication with the City during the RFP process shall go through the City Contact. Respondents shall not contact any other persons, including City employees or consultants retained by the City regarding this RFP.

Any Respondent not abiding by the requirements of the City Contact may be disqualified from bidding on the current and any future RFP processes where the Respondent, its employees or anyone involved in preparing its RFP response in any form of communication, discussion or lobbying of any form with City employees or consultants retained by the City to seek to influence the outcome of the RFP process.

All communications with the City Contact shall be in writing via email. Verbal communications will not be binding on the City. Respondents shall review the contents of this RFP document and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein.

To facilitate comprehensive responses, Respondents are encouraged to email their questions or clarification requests as soon as possible, but no later than **4:00:00 PM AST Wednesday, February 14, 2023** to supplychainmanagement@saintjohn.ca. Nothing herein shall obligate the City to respond to any questions or clarification request.

1.3 Type of Contract for Deliverables

- (1) The successful Proponent will be required to execute a Management Agreement with the City for management of the Saint John Trade and Convention Centre.

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/>.

[End of Part 1]

PART 2 – THE DELIVERABLES

2.1 Description of Deliverables

- (1) This RFP is an invitation to submit offers for venue management services for the Saint John Trade and Convention Centre as further described in Appendix E – RFP Particulars – Section A - The Deliverables.

[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	January 23, 2024
Non-Mandatory Site Visit*	February 6, 2024
Deadline for Questions	February 14, 2024 4:00:00 p.m., AST
Deadline for Issuing Addenda	February 21, 2024
Submission Deadline	February 27, 2024 4:00:00 p.m., AST
Rectification Period	3 Business Days
Evaluation, Venue Management Agreement Finalization and Contract Award	Within 8 weeks of closing date

*Vendors to confirm attendance with the City Contact.

3.2 Submission Instructions

(A) **Proposals Should Be Submitted in Prescribed Manner**

(1) Proponents shall submit:

- one (1) signed technical proposal and supporting information in pdf format, clearly identified as “2024-092202P – Venue Management Services – Saint John Trade and Convention Centre – Technical Proposal”; and
- one (1) signed financial proposal and supporting information in pdf format, clearly identified as “2024-092202P – Venue Management Services – Saint John Trade and Convention Centre – Financial Proposal”.

(2) Submissions must be received by the City before the Submission Deadline and must be submitted, via email to

supplychainmanagement@saintjohn.ca

(3) Respondents are to specifically note in the “Subject Line” in their email submission, the name and number of this RFP (RFP No. 2024-092202P Request for Proposals for Venue Management Services - Saint John Trade and Convention Centre) along with the Respondent’s corporate name.

(4) Respondents are advised that the City’s ability to conduct a thorough evaluation of its submission will depend on the Respondent’s submission being well-ordered (consistent with the outline provided in Appendix E), detailed, clear, and concise. Clarity of language and adequate documentation is essential. The City is interested in detailed and descriptive information. RFP responses must be submitted in English.

(B) Proposals Should Be Submitted on Time

- (1) Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Emailed submissions delivered after the Submission Deadline, for clarity, with a “sent time stamp” after 4:00:00 PM, AST, will be rejected and will not be considered.

(C) Amendment of Proposals

- (1) Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in an email to the City Contact. The email 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 Financial Evaluation
- (c) Stage III – Selection and Management Agreement Finalization

(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.

(1) 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.

Non-Disclosure and Confidentiality Agreement (“NDCA”) (Appendix A)

Proponents are required to complete, sign and submit the NDCA. The agreement has been provided in Appendix A, and the City Contact may be contacted for an executable version. Once the executed NDCA has been received by the City Contact, access to the Data Room will be provided.

To aid Proponents in the preparation of their proposals, an on-line data room (“Data Room”) will be established, containing certain information regarding the operations of the TCC.

Documents in the Data Room will include:

- (a) Personnel and staffing information
- (b) Financial performance information (e.g., financial statements, budgets, capital plans)
- (c) Operational information (e.g., event data, pricing sheets)
- (d) Building information (e.g., floor plans, technical room specifications)
- (e) Third-Party agreements/contracts
- (f) Other information deemed relevant to Proponents

Proponents will be notified via Addendum if additional data is added to the Data Room.

Submission Form (Appendix B)

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

Reference Form (Appendix C)

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

Financial Proposal Form (Appendix D)

Each Proponent must complete the Financial Proposal Form and include it with their financial proposal.

(2) Other Mandatory Requirements

- (a) The identity of the following key personnel:
 - The Respondent’s Lead Contact during the RFP process (and with whom the City will ultimately execute a venue management agreement); and
 - Proposed Lead Venue Manager (the individual who will be responsible for and serve as City’s lead contact with the Respondent, should it be awarded the contract to manage Saint John Trade and Convention Centre).
- (b) Respondent’s must indicate whether it, its Lead Contact or its Proposed Lead Venue Manager, is involved in any litigation, pending litigation, or contractual dispute with any party, including but not limited to the City. For the purposes of this requirement,

Respondents shall be deemed to include any related entity and any partner, director, and/or officer of such Respondent, as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) and/or officer(s).

(c) The Respondent must supply a letter from the Respondent's insurance company indicating it can obtain policies of insurance with an insurer licensed in New Brunswick, as follows:

- General Liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars. The General Liability policy shall include the City of Saint John as an additional insured in respect of all operations performed by or on behalf of the Respondent and be endorsed to provide the City of Saint John with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

Any Aggregate limit shall be equal to or greater than the amount of minimum requirements stated above, for the General Liability policy, such policy to included non-owned automobile liability, personal injury, broad form property damage, broad form contractual liability, owners' and contractors' protective, products, and completed operations, tenant's legal liability, contingent employer's liability, cross liability and severability of interest clauses.

- Automobile liability insurance including all vehicles and commercial trailers owned or leased by the Respondent, for an amount not less than Two Million (\$2,000,000) dollars on forms meeting statutory requirements covering all vehicles and commercial trailers used in any manner in connection with the performance of the terms of this agreement.
- Professional Liability (Errors and Omissions) in an amount of not less than two million dollars (\$2,000,000) per claim with no aggregate or a minimum aggregate limit of four million dollars (\$4,000,000).

Respondents are also required to provide the following:

- Confirmation that the Respondent will maintain any other forms of insurance as the Respondent, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent Respondent would insure.

(d) Respondents must provide an acknowledgement of their compliance with the New Brunswick *Occupational Health and Safety Act* and applicable regulations. Respondents should provide details of any convictions related to occupational health and safety in the last five (5) years.

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

Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria and the financial proposal in accordance with Appendix E – Section C – Evaluation Criteria. The evaluation criteria will identify a top ranked Proponent to enter into Stage III.

(C) Stage III – Selection and Management Agreement Finalization

Once the proposals have been evaluated as per Stage II, the top-ranked Proponent will be selected and will enter into discussions with the City to finalize a management agreement.

[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) No Liability for Discrepancies, Errors or Omissions

- (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) While the City and its advisors have used considerable effort to ensure an accurate representation of the information contained within this RFP, Addenda and the Data Room, this information is supplied solely as a guideline for Proponents. Nothing in the RFP is intended to relieve the Proponents from conducting their own due diligence and forming their own opinions and conclusions with respect to matters addressed in the RFP, Addenda, and Data Room.

(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 – Following Award

- (1) Upon written request from any Proponent, the City may provide a more detailed oral debriefing either by web conference or in person. The written request shall be submitted to the City Contact no later than 15 calendar days after notification of award.
- (2) 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 but not limited to, activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Proponents shall not engage in any unethical conduct, including but not limited to, 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 maybe 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 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 law applicable to direct commercial negotiations.
- (2) For greater certainty and without limitation:
 - (a) 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 finalization of a management agreement.

(C) Non-Binding Price Estimates

- (1) While the pricing information provided in responses will be non-binding prior to finalization of the management agreement, such information will form the base financial terms of the management agreement and 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.

[End of Part 4]

APPENDIX A –Non-Disclosure and Confidentiality Agreement

THIS NON-DISCLOSURE AGREEMENT made **as of** this **{START_DATE}** (the “Effective Date”).

BETWEEN:

The City of Saint John, (the “City”)

OF THE FIRST PART

- and –

{PARTY_2 format upper}, a corporation under the laws of the Province of New Brunswick **[note to draft: confirm]**, having its registered office at **{ADDRESS}** (“**{SHORTNAME}**”)

OF THE SECOND PART

WHEREAS the Parties wish to enter into discussions concerning the Request For Proposals for Venue Management Service - Saint John Trade and Convention Centre (RFP – 2024 092202P), hereinafter the “Purpose”, under the terms and conditions of this Agreement; and

WHEREAS, in carrying out the Purpose, the Parties may wish to disclose certain information, including third party information, that each considers confidential and wishes to protect;

NOW THEREFORE IT IS HEREBY AGREED AND WITNESSED that the Parties, for and in consideration of the mutual promises and obligations, as well as other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions

In this Agreement:

- (a) “Affiliate” means any individual, partnership, consortium, commission, joint venture, corporation, or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control of the specified Party;
- (b) “Agreement” means this agreement and includes any riders and schedules hereto and shall also include any agreements entered into which have the effect of amending this agreement from time to time;
- (c) “Applicable Law” means all applicable federal and provincial laws, statutes, codes, ordinances, orders, decrees, rules, regulations, permits, licenses, authorizations, and directives;

- (d) “Authorized Persons” means Recipient’s employees, agents, directors, officers, contractors, and Affiliates;
- (e) “Business Day” means any day other than a Saturday, Sunday, statutory holiday or civic holiday in the Province of New Brunswick;
- (f) “City” means the City of Saint John;
- (g) “Confidential Information” means any information, including the existence and terms of this Agreement, relating to or received as a result of Purpose, in all verbal, digital, written, and material forms and however stored or expressed, and regardless of whether it has been marked as, or communicated as being, confidential and that is not Excluded Information. Confidential Information includes but is not limited to information that:
 - (i) forms the substance of any verbal discussions;
 - (ii) has value to Disclosing Party and is not generally public knowledge;
 - (iii) is treated by Disclosing Party as confidential;
 - (iv) has been reduced to tangible form and marked clearly and conspicuously with a legend identifying its confidential or proprietary nature;
 - (v) is governed by privacy legislation, including but not limited to the Right to Information and Protection of Privacy Act, R.S.N.B. 2011, c. R-10.6 or any other applicable privacy legislation in effect from time to time;
 - (vi) pertains to any third party information in Disclosing Party's possession that is subject to applicable privacy legislation or a confidentiality agreement with the third party or both; or
 - (vii) relates to Disclosing Party's intellectual property, including without limitation, computer data and technology, know-how, patent, copyright, trade secret, process, technique, program, specifications, design, formula, marketing, advertising, or financial matters;
- (h) “Disclosing Party” means the Party disclosing Confidential Information;
- (i) “Effective Date” means the date first set out above;
- (j) “Excluded Information” means information that:
 - (i) has become generally known to the public through no wrongful act of Recipient;
 - (ii) has been rightfully received by Recipient from a third

party without restriction on disclosure and without, to the knowledge of Recipient, a breach of an obligation of confidentiality running directly or indirectly to the other Party or Parties;

- (iii) has been disclosed pursuant to a requirement of a governmental agency, or is required to be disclosed by operation of law and is disclosed in accordance with Section 2.6 of this Agreement; or
 - (iv) becomes known to Recipient before disclosure under this Agreement, or is independently developed by Recipient without use, directly or indirectly, of the Confidential Information received from the other Party or Parties.
- (k) “Party” means a party to this Agreement;
- (l) “Purpose” means the purpose described in Paragraph 1 of the Preamble;
- (m) “Recipient” means the Party or Parties receiving Confidential Information; and
- (n) “Term” means the period set out in Section 3.1.
- (o) “{SHORTNAME}” includes {SHORTNAME} and its successors and assigns; **note to draft: alphabetize upon generation of NDA**

ARTICLE II OBLIGATIONS OF RECIPIENT

2.1 Strict Confidence

Recipient will hold and maintain the Confidential Information in the strictest confidence for the sole and exclusive benefit of Disclosing Party. Recipient will have a fiduciary obligation to protect the Confidential Information from any harm, tampering, unauthorized access, sabotage, exploitation, manipulation, modification, interference, misuse, misappropriation, copying or disclosure, except as specifically authorized by Disclosing Party in writing. Recipient will carefully restrict access to Confidential Information to parties approved by Disclosing Party, or in response to a subpoena, warrant, order, or demand of a Canadian court of law.

2.2 Use

Recipient will use the Confidential Information solely for the fulfillment of the Purpose, and not for any other purpose except with the written consent of Disclosing Party. Recipient will not communicate, deliver or disclose in any manner Confidential Information to third parties except as authorized under this Agreement or in writing by Disclosing Party.

2.3 Notification of Breach

Recipient will notify Disclosing Party as soon as possible upon discovery of any suspected, threatened or actual unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by

Recipient or its employees or agents. Recipient will cooperate with Disclosing Party in every commercially reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. Recipient will cooperate with Disclosing Party's investigation of the circumstances surrounding the suspected, threatened or actual unauthorized use or disclosure.

2.4 Security

Recipient will maintain the confidentiality and security of the Confidential Information by using security measures at least as rigorous as those measures it uses to protect its own confidential information, but, in any case, measures that do not fall below the standard of reasonable care.

2.5 Return of Confidential Information

- (a) Subject to Section 2.5(b), Recipient will, at Disclosing Party's written request, return, or, at Disclosing Party's option, certify destruction of, all originals, copies, reproductions, and summaries of Confidential Information and all other tangible materials and devices provided to Recipient as Confidential Information. The return or destruction of Confidential Information will not relieve Recipient of its obligations of confidentiality under this Agreement with respect to the returned or destroyed information.
- (b) Recipient may retain a copy of Confidential Information if required to do so by Applicable Law.

2.6 Permitted Disclosure

- (a) **Employees and Contractors.** Recipient may disclose Confidential Information only to Authorized Persons on a need-to-know basis, and only with respect to the fulfillment of the Purpose, provided Recipient makes such Authorized Persons aware of the confidentiality and non-disclosure obligations of Recipient under this Agreement with respect to the Purpose. Recipient will ensure that Authorized Persons strictly adhere to the terms of this Agreement. Recipient acknowledges and agrees that it will be responsible for and vicariously liable for any breach of this Agreement by Authorized Persons.
- (b) **Disclosure by Order or Applicable Law.** Recipient may disclose Confidential Information in accordance with the order of a court, tribunal or government body having jurisdiction to make such an order or as otherwise required by Applicable Law, provided that Recipient gives Disclosing Party commercially reasonable notice before disclosure to allow Disclosing Party an opportunity to seek a protective order or equivalent or, where required by Applicable Law, to make representations regarding the nature of the Confidential Information, or in Disclosing Party's sole discretion, waive compliance with the terms of this Agreement. Where required by Applicable Law, a Party will disclose strictly in accordance with Applicable Law. If no protective order or equivalent is obtained, or if Disclosing Party waives compliance with this Agreement, Recipient will disclose only that portion of the Confidential Information that Recipient is advised by counsel is legally required and will exercise all commercially reasonable efforts to obtain written assurance from the applicable judicial or governmental entity that it will afford

the Confidential Information the highest level of protection afforded under Applicable Law.

ARTICLE III TERM AND TERMINATION

3.1 Term

This Agreement, subject to the provisions of this Section 3.1, will remain in force for three (3) years commencing on the Effective Date (the “Term”). The obligations set out herein will remain in force for five (5) years following the Term of the Agreement.

3.2 Termination for Convenience

Either Party may, at any time, for its convenience and for any or no reason, terminate this Agreement by giving fifteen (15) days’ notice in writing to the other Party. Notwithstanding the foregoing, the confidentiality obligations shall survive for the period set out in Section 3.1.

3.3 Termination for Breach

If Recipient neglects or fails to perform in accordance with this Agreement or fails to observe and perform any provision of this Agreement, Disclosing Party may give Recipient written notice that Recipient is in default under this Agreement and, entirely without prejudice to any other rights, remedies or claims it may have under this Agreement or otherwise, terminate this Agreement forthwith. Notwithstanding the foregoing, the confidentiality obligations shall survive for the period set out in Section 3.1.

ARTICLE IV REMEDIES AND INDEMNITY

4.1 Remedies

The Parties acknowledge and agree that any breach of this Agreement or unauthorized disclosure or use of Confidential Information would cause serious and irreparable harm to Disclosing Party for which monetary damages would not provide a sufficient remedy. Disclosing Party will therefore be entitled to injunctive or equitable relief as may be considered proper by a court of competent jurisdiction to enforce this Agreement, without waiving any other rights or remedies, and without requiring proof of actual damages. All rights and remedies available under this Section 4.1 will be cumulative and in addition to any other rights and remedies to which Disclosing Party may be entitled.

4.2 Indemnification by Recipient

Recipient will indemnify and save harmless Disclosing Party from and against any and all claims, actions, damages, demands, suits or other proceedings, liability, and expenses incurred or suffered by or asserted against Disclosing Party in connection with any breach, violation or non-performance by Recipient or its Authorized Persons of any covenant, condition or agreement to be fulfilled, kept, observed or performed under this Agreement or anything done or purported to be done in any manner

(b) to {SHORTNAME}: {PARTY 2}
{ADDRESS}

with a copy to: _____

email: _____

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day, on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing; provided, however, that if at the time of mailing or within three Business Days thereafter there is or occurs a labour dispute or other event that might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication hereunder shall be delivered or transmitted by means of electronic communication as aforesaid.

6.2 Change of Address

Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with Section 6.1.

ARTICLE VII GENERAL TERMS

7.1 Applicable Law and Jurisdiction

This Agreement will in all respects be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein, excluding any choice of law provisions and without effect to principles of conflicts of law, regardless of the place of making or performance. New Brunswick courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each Party accepts the jurisdiction of New Brunswick courts.

7.2 Compliance with Law and Policy

Each Party shall comply with applicable law and the City's policies, all as amended from time to time, and, notwithstanding anything in this Agreement to the contrary, nothing in this Agreement requires the Parties to do any act or refrain from doing any act which would result in a Party breaching the City's policies or violating (or becoming subject to any penalty under) any laws to which it is subject.

7.3 Additional Assurances

The City and {SHORTNAME} each agree to do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent, provided that this Section 7.3 shall not be construed as obligating the City to amend or enact any by-laws or policies.

7.4 Assignment, Third Parties

Neither Party may sell, assign, or transfer this Agreement, without the other Party's written consent, but no consent is required if the assignment: (a) results from the assignor's merger, consolidation, spin-off, split-off or acquisition, provided the assignment is limited to the assignor's survivor, subsidiary or successor; or (b) is to an affiliate or other related party capable of performing the assignor's duties and obligations under this Agreement. Subject to the foregoing, this Agreement will enure to the benefit of and will be binding upon {SHORTNAME}, the City and their respective successors and permitted assigns. This Agreement is not intended to be for the benefit of any person other than the City and {SHORTNAME}. No other person or party will be considered a third party beneficiary of or otherwise entitled to any rights or benefits arising in connection with this Agreement.

7.5 Amendment and Waiver

No amendment of this Agreement is effective unless made in writing and signed by the duly authorized representatives of each of the City and {SHORTNAME}. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. A Party's failure at any time to enforce any of the provisions of, or any right or remedy available to it under, this Agreement or at law or in equity, or to exercise any option provided, will not constitute a waiver of that provision, right, remedy or option or in any way affect the validity of this Agreement. A Party's waiver of any default by either Party will not be deemed a continuing waiver, but will apply solely to the instance to which that waiver is directed.

7.6 General Duty to Mitigate

The City and {SHORTNAME} shall at all times take commercially reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

7.7 Cumulative Remedies

Except as otherwise set forth in this Agreement, the rights, powers, and remedies of each Party set forth in this Agreement are cumulative, are in addition to, and without prejudice to any other right, power or remedy that may be available to such Party under this Agreement, and may be exercised concurrently or separately.

7.8 No Indemnity

Notwithstanding anything else in this Agreement, any express or implied reference to the City providing an indemnity or incurring any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the City, whether at the time of execution of this Agreement or at any time during the Term, shall be void and of no legal effect. {SHORTNAME} shall not have any claim against the City for loss or damage of any nature, kind or description whatsoever arising from the exercise or purported exercise of the Agreement herein granted.

7.9 Counterparts and Execution

This Agreement may be executed in any number of counterparts, in which case (a) the counterparts together shall constitute one Agreement, and (b) communication of execution by fax or electronic

transmission shall constitute good delivery. This Agreement shall not be enforced or bind the Parties, until executed by all the Parties that are party to such Agreement.

7.10 Miscellaneous

No provision of this Agreement will be construed against or interpreted to the disadvantage of any Party, because that Party has or is deemed to have drafted the provision. The division of this Agreement into articles, sections, subsections, and paragraphs and the insertion of headings and captions are for the Parties' convenience only, are not part of the text, and will not be deemed in any way to limit or affect the meaning, construction, or interpretation of this Agreement. When used in this Agreement, "including" means "including without limitation." In this Agreement, all references to dollar amounts are in Canadian currency, unless otherwise expressly identified. Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation, and execution and delivery of this Agreement. Those sections of this Agreement that are intended by their nature to survive termination or expiration of this Agreement will survive. The Parties hereto have agreed that this Agreement and any other documents attached or relating to this Agreement, as applicable, will be drawn up in the English language only.

7.11 Entire Agreement

This Agreement contains the entire agreement between the City and {SHORTNAME} regarding the subject matter of this Agreement and supersedes any previous representations, statements, discussions, proposals, agreements, negotiations and understandings, regarding the same subject matter. There are no agreements, promises, representations, warranties, terms, conditions or commitments regarding the subject matter of this Agreement, except as expressed in this Agreement. Neither Party has relied upon or been induced to enter into this Agreement by any representations, statements, oral or written, discussions, proposals, agreements, negotiations or understandings not expressly contained in this Agreement. Under no circumstances will such terms be considered an amendment to this Agreement.

|Signature page follows|

APPENDIX B – 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 a Supply Agreement.

(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 prices set out in the Pricing Form.

(D) Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Non-Disclosure and Confidentiality Agreement	
Submission Form	
Reference Form	
Financial Proposal 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 Financial Estimates

The Proponent has submitted its financial proposal in accordance with the instructions in this RFP. The Proponent confirms that the financial 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

Venue Name:	
Venue Address:	
Contact Name, Phone Number and Email:	
Dates during which the Proponent provided Venue Management Services:	
Venue Description:	
Services Provided by the Proponent:	

Reference #2

Venue Name:	
Venue Address:	
Contact Name, Phone Number and Email:	
Dates during which the Proponent provided Venue Management Services:	
Venue Description:	
Services Provided by the Proponent:	

Reference #3

Venue Name:	
Venue Address:	
Contact Name, Phone Number and Email:	
Dates during which the Proponent provided Venue Management Services:	
Venue Description:	

Services Provided by the Proponent:	
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APPENDIX D – FINANCIAL PROPOSAL FORM

(A) Financial Proposal

(1) Complete the following table to provide the proposed management fee for Venue Management Services – Saint John Trade and Convention Centre.

	7 months	Year 1	Year 2	Year 3	Year 4	Year 5
	06/01/2024– 12/31/2024	2025	2026	2027	2028	2029
Base Management Fee (Fixed annual fee)						
Incentive Management Fee (% of reduction in annual subsidy)						

Note: Please provide only a base management fee for the first seven (7) months of operations (“stub period”). For the following five (5) years, Respondents may include both Base and Incentive Management Fees. As part of the Financial Proposal, Proponents should complete this form and also provide supporting information (example template provided in the Data Room) that provides background on assumptions used to calculate the Incentive Management Fee.

The financial proposal must include all compensation to the successful proponent in respect of Venue Management Services for the Saint John Trade and Convention Centre. No additional fees or charges paid to the proponent will be considered when finalizing the management agreement.

APPENDIX E – RFP PARTICULARS

(A) The Deliverables

(1) Introduction

The City of Saint John is soliciting proposals from qualified providers for a private venue manager to oversee, market, program and manage the Saint John Trade and Convention Centre (“TCC” or the “Facility”). The TCC is a City-owned convention centre that is considered a regional facility by the Fundy Region (including Saint John, Fundy-St. Martins, Grand Bay-Westfield, Hampton, Quispamsis, Rothesay, and the Fundy Rural District). The Fundy Region recognizes the power of collaboration and cost-sharing to optimize resources, reduce duplication, and achieve economies of scale in the operation and maintenance of regional facilities. The TCC’s capital and operations plans are approved and funded by the Fundy Region.

The TCC has 24,000 square feet of rentable space located at 1 Market Square, Saint John, NB, E2L 4Z6 in the City’s uptown along the Saint John River harbour. The City’s current venue management agreement expires on May 31, 2024. The City is seeking proposals for management and operation services for the TCC for a five (5) year and seven (7) month term (commencing June 1, 2024) with a five (5) year extension at the City’s option upon mutual agreement.

(2) Background

a) City of Saint John

Saint John is Canada’s oldest incorporated City, with a regional population of approximately 130,000 people. Saint John is located in the southern portion of the province of New Brunswick on the Bay of Fundy, near the US border. The City of Saint John’s uptown is undergoing significant investment with redesign of the waterfront underway and complimentary major investment in the Fundy Quay (expected to include a mix of retail, residential and commercial spaces).

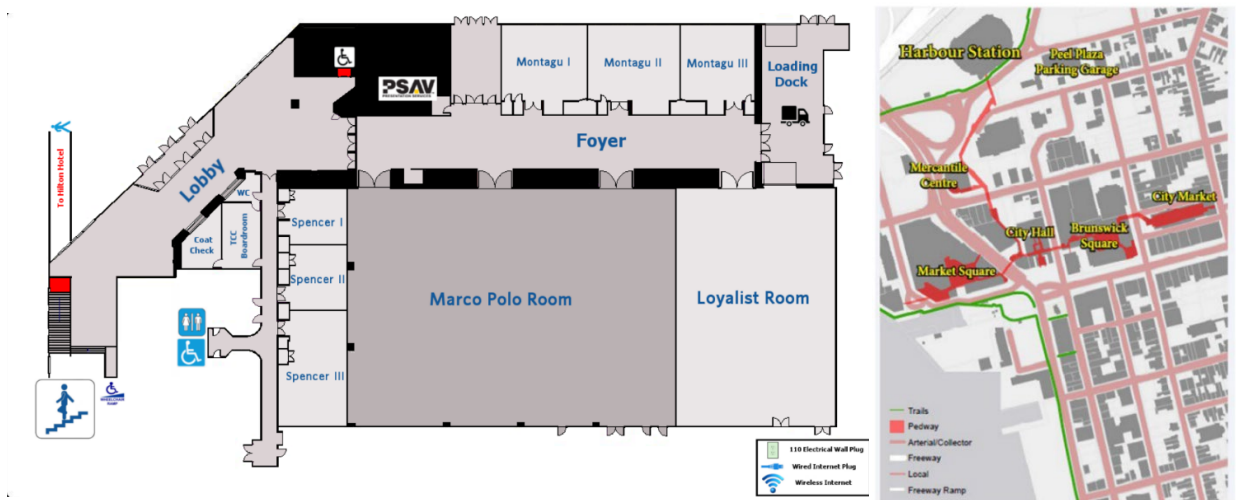
The Saint John International Airport (YSJ) is located 18 kilometres outside of uptown Saint John. The Saint John International Airport has regular direct flight service to Toronto and Montreal and had passenger volumes of approximately 280,000 in 2019 prior to the pandemic. Passenger volumes in 2022 were still affected by the pandemic (particularly in the early part of 2022) and totaled approximately 150,000.

Within 1 kilometre of the TCC there are approximately 800 hotel rooms across 5 hotels, including 197 rooms at the Saint John Hilton hotel (attached via underground pedway) and 250 rooms at the Delta Hotels by Marriott Saint John. The TCC is an 8 minute walk from the Marco Polo cruise terminal. Per Port Saint John, there were 172,193 cruise ship passengers on 74 ships that travelled through Saint John cruise terminals in 2023.

b) Saint John Trade and Convention Centre (“TCC”)

Saint John Trade and Convention Centre (“TCC”) is located at 1 Market Square in uptown Saint John. It is part of the Market Square complex which includes a public library, food court, retail and office tenants, and is connected to “The Inside Connection”, Atlantic Canada’s longest indoor,

climate controlled pedway system. The Inside Connection provides access to Market Square, TD Station, the Canada Games Aquatic Centre, Saint John City Hall, the Saint John Hilton, the Delta Hotels by Marriott Saint John, Brunswick Square, and the City Market.



The TCC is one of the largest convention centres in Atlantic Canada. The centre offers 24,000 sf of flexible pillar-free rentable space, including a 17,000 square foot ballroom. The TCC has a total capacity of 2,300 people and annually hosts conventions, meetings, trade shows, banquets/galas, dance competitions and other event types. The TCC is owned by the City of Saint John and is currently managed by the Hilton Saint John (including F&B operations).

The TCC opened in 1984 and was most recently refurbished in 2017. The TCC has historically hosted 150-200 events annually including 12-15 conventions, ~10 trade/consumer shows, 75-100 meetings, and ~50 banquet/gala events. In 2023, the TCC hosted the Professional Convention Management Association's (PCMA's) Canadian Innovation Conference, welcoming over 250 delegates to Saint John to showcase the destination and venues to meeting planners.

c) Goals and Objectives of the City

In seeking to execute a new third-party management contract with a venue manager, the City is looking to enter into an agreement with a Proponent with proven experience in managing comparable venues. The City has the following goals and objectives with respect to the operations

of the TCC:

- Maximize economic impact to the Fundy Region (including Saint John, Fundy-St. Martins, Grand Bay-Westfield, Hampton, Quispamsis, Rothesay, and the Fundy Rural District) by attracting and hosting multi-day conventions that bring out-of-town delegates to the region;
- As a second priority, maximize building occupancy by attracting single-day meetings and events, trade/consumer shows, banquets/galas, and other events with primarily attract attendees from the local community;
- To promote, manage, and operate the TCC in a fiscally responsible manner to reduce (or eliminate) required operating subsidization;
- To collaborate with Envision Saint John, the Region's Destination Marketing Organization, in promoting the City of Saint John as a business events destination; and
- To provide high quality service and operate the TCC as a "first class" convention centre.

(3) DURATION

This venue management agreement will be for an initial term of five (5) year and seven (7) month term with a five (5) year extension at the City's option upon mutual agreement.

(4) BASIS FOR AWARD

The City does not bind itself to accept the lowest or any proposal submitted, but reserves the right to accept any proposal deemed to be in its best interest.

(5) 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 proceedings 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 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.
- i) Waive formalities and accept proposals which substantially comply with the requirements of the Proposal Solicitation.
- j) Verify with any Proponent or with a third party any information set out in a proposal.
- k) Disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information.
- l) Disqualify any Proponent who has engaged in conduct prohibited by the Proposal Solicitation documents.
- m) 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.
- n) Select any Proponent other than the Proponent whose proposal reflects the lowest cost to the City.
- o) Cancel a Proposal Solicitation process at any stage.
- p) Cancel a Proposal Solicitation process at any stage and issue a new Proposal Solicitation for the same or similar deliverable.
- q) 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.

(6) 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, advisors 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.

(B) Submission Requirements

Proponents should prepare their proposals with a view to providing a straightforward and detailed description of their ability to satisfy the requirements of the RFP. Proponent's proposals should include all information requested in the sections/sub-sections below. Only information provided in the proposals will be evaluated.

Failure by Proponents to provide the appropriate information or materials in response to each stated requirement or request may result in a less favourable evaluation, or even rejection of their proposal.

(1) Technical Proposal

Respondents should include the following information in respect of each of the rated criteria:

(a) Corporate Profile

The Respondent should provide a brief corporate profile, including:

- i. Respondent's name and contact information (including mailing address, telephone, e-mail, website address, name of Lead Contact, and any other relevant contact information);
- ii. Company history including year's in business;
- iii. Ownership structure (including all shareholders with >5% ownership);
- iv. Financial capacity (audited financial statements, financial institution references). All sensitive or proprietary information should be marked as confidential;
- v. Services provided (if services are provided by separate entities, the corporate lead and operating history of those entities should be provided);
- vi. Experience working with municipalities; and
- vii. Key personnel, including their current position, years with the company, title, professional designations (if any), responsibility and breadth of experience (including previous experience with other similar companies and/or facilities). Corporate resumes for key personnel may be included as an appendix to the submission with no page limit restrictions.

(b) Corporate Experience

The Respondent should highlight their corporate experience relevant to operations of the TCC. Responses to this subsection should include the following components:

- i. Respondent's must provide a list of all venues where the Respondent has a current management contract in North America, including the start date of that contract and including the name, address, and phone number(s) of the venue owner(s). At least three (3) of these contracts must be included in the provided references submitted in Appendix C – Reference Form.
- ii. Respondents should outline their capabilities and experience managing and operating convention and trade show facilities of a similar nature to the TCC,

including their experience in the following areas:

- Venue facility management;
 - Venue marketing and event attraction;
 - Food and beverage operations;
 - Venue advertising and sponsorship sales, including naming rights (venue and individual rooms) and digital signage;
 - Transitioning venue management operations from another third-party;
 - Working collaboratively with the local Destination Marketing Organization;
 - Economic impact generated;
 - Customer satisfaction scores achieved;
 - Efficient operations and cost containment;
 - Other relevant capabilities/services.
- iii. Respondents should provide the following for each referenced project:
- Facility name;
 - Facility owner;
 - Location (including address);
 - Facility description;
 - Year when Respondent was appointed venue manager/operator;
 - Year when Respondent ceased being venue manager/operator and reasons as to why the management contract ceased (if applicable);
 - Role/nature of management and operating responsibilities provided by the Respondent;
 - Successes the Respondent directly helped the venue achieve (including any reported success measures);
 - Relevancy of the referenced project to the TCC.

(c) Vision and Strategy for Marketing the TCC

The Respondent should outline their proposed vision and strategy for marketing the TCC, including but not limited to:

- i. Venue management goals and objectives for the TCC and how those align with stated City objectives;
- ii. Collaboration with Envision Saint John, local hoteliers, and other local community partners;
- iii. Identification of key markets for the TCC, including types of events and attendee origin;
- iv. Sales and marketing strategy to capture key markets identified; and
- v. Staffing chart showing the proposed organizational structure for the TCC and reporting responsibility to the City.

(d) Identification of Performance Metrics –

The Respondent should include measures to track success of their goals and objectives for the TCC, including:

- i. Key performance indicators (“KPI”s)
- ii. Definition for each KPI

- iii. Proposed tracking methodology for each KPI
- iv. Communication of KPIs to the City

(e) Operations Plan and Financial Projections

The Respondent should provide an operations plan identifying how they intend to operate the TCC in an efficient manner and provide high level financial projections (5-year proforma with potential revisions to 2024 budget) with assumptions including;

- i. Projected events and attendance by event type;
- ii. Revenue by event type including room rental, food and beverage, audio-visual (A/V) revenue, and other revenue;
- iii. Detailed departmental and overhead operating expenses, giving consideration to a reduction in annual operating subsidy; and

Other operational considerations may include:

- i. Subcontract agreements with food service, A/V and other operators;
- ii. Proposed growth capital (responsibility of the Respondent);
- iii. Proposed maintenance capital (responsibility of the City); and
- iv. Other relevant considerations/assumptions to provide appropriate background and context to the City.

A template for the financial projections is provided in the Data Room. Additionally, historical financial statements, staffing information, contract arrangements, capital plans, and other relevant information are provided as reference for Respondents in the Data Room.

Respondents are encouraged to provide relevant supporting evidence demonstrating their ability to achieve proposed event/attendance levels, revenue levels, and expense levels. For example, a Proponent may provide examples of revenue levels achieved in comparable markets that validate proposed revenue levels as part of its financial proposal.

Respondents may provide up to one (1) alternate financial projection. This alternate financial projection will allow Respondents to propose a second operating scenario to the City. For example, a Proponent may provide a financial projection based on "status quo" operations, as well as a financial projection based on growth in operations, with upfront capital investment, different revenue levels and a different expense structure.

(2) Financial Proposal

(a) Proposed Management Fee

The Financial Proposal Form (provided in Appendix D) of the RFP should be completed detailing the proposed management fee for the five year and 7-month term. Additionally, as part of the Financial Proposal proponents should identify detailed financial projections (sample template provided in the Data Room) including the proposed management fee for each of the first five years and seven months of the management agreement.

The first 7 months of the term (June 1, 2024-December 31, 2024) should only include a base management fee (fixed amount for 7 months of management).

For the next 5 years (January 1, 2025-December 31, 2029) proposed management fees may include a:

- Base management fee (fixed amount annually); and an
- Incentive management fee (calculated based on a percentage of the reduction of annual operating subsidy. Baseline operating subsidy provided as part of the Data Room)

Respondents may provide different management fees/structures as part of an alternate financial proposal.

(C) 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.

STAGE I OF EVALUATION PROCESS	SCORING (POINTS)
Mandatory Requirements	Not Scored
TOTAL POINTS FOR STAGE I	N/A

STAGE II OF EVALUATION PROCESS	SCORING (POINTS)
Technical Proposal	
Corporate Profile	5
Corporate Experience (minimum of 20 points required)	30
Vision and Strategy for the TCC	10
Identification of Performance Metrics	5
Operations Plan and Financial Proposal	<u>20</u>
Technical Proposal (minimum of 55 points required)	70
Financial Proposal - Proposed Management Fee	<u>30</u>
TOTAL POINTS FOR STAGE II	100

Proposals will be evaluated using;

- rated criteria as set out below; and
- financial evaluation below.

Proponents should note that minimum scores are required for certain rated criteria. Failure to achieve a minimum score will result in disqualification of the Proposal prior to consideration of financial terms.

Interviews may be held with Proponents that have achieved the minimum scores in the Rated Criteria section.

(a) Technical Proposal - Rated Criteria

For each rated criterion below, a score will be assigned by the selection committee for each Proposal.

The rated criteria, totaling 70 points, are:

- i. Corporate Profile (5 Points) — Demonstration that the Respondent has company history, financial capability, ownership structure, and key management personnel are able to provide management expertise required to provide the proposed services.
- ii. Corporate Experience (30 Points) – Respondents must demonstrate their experience with comparable venue management contracts as those proposed for the TCC. Relevance and recency of experience will be considered when scoring this section, as well as breadth of experience and demonstrated operational success.
Proponents must achieve a minimum score of 20 points (out of 30 total points) in the Corporate Experience section to be considered further.
- iii. Vision and Strategy for the TCC (10 Points) – Respondents will be scored based on the alignment of the Respondent’s Vision and Strategy for the TCC with City’s objectives.
- iv. Identification of Performance Metrics (5 Points) – Respondents will be scored based on the identification of relevant performance metrics that demonstrate the Respondents success in achieving City objectives for the TCC.
- v. Operations Plan and Financial Projections (20 Points) - Quality, logic and comprehensiveness of the operations plan including reasonableness and attainability of event levels, revenue levels, and expense levels.

In addition to the minimum points required for individual criteria, Proponents must achieve an overall score of at least 55 points out of the available 70 points in order for the Financial Proposal to be evaluated.

(b) Financial Proposal

Only those Proposals achieving the minimum point thresholds for the rated criteria will have the Financial Proposal evaluated. Proposals that failed to meet the minimum point thresholds for the rated criteria will not be evaluated further.

Evaluation of the Financial Proposal will consider the Net Present Value (“NPV”) of the Financial Proposal to the City based on projected operating subsidy over the initial 5 year and 7 month term.

In evaluation of the Financial Proposal, the City and its advisors may discount proposed event

load, revenue levels, and/or expense projections if they are not viewed as achievable. Respondents should provide all background calculations and (if possible) examples of where similar results have been achieved to ensure the Financial Proposal is deemed reasonable.

All Financial Proposals deemed reasonable will be scored out of 30 points based on minimizing operating subsidy of the venue.

Following these calculations the points from the Technical Proposal (rated criteria) will be added to the points from the Financial Proposal. The Respondent with the highest combined point total will be invited to meet with the City to finalize a management agreement for operations of the TCC.