



**NEWMARKET PROPERTIES INC.
OPERATING AS
THE FREDERICTON BOYCE FARMERS MARKET**

REQUEST FOR PROPOSAL

P21-01

MARKET RESTAURANT LEASE

CLOSING DATE & TIME:

Wednesday, December 14, 2022

AT 3:00:00 P.M. LOCAL TIME



REQUEST FOR PROPOSAL P18-35

GENERAL TERMS

Proposal submissions must be dated and signed by an authorized signing authority.

Only one copy of these documents shall be submitted on the forms supplied.

Names of the Proponents submitting a proposal will be read out at the closing time and date.

DEFINITIONS

In this Request for Proposal, except where otherwise qualified, these terms will be defined as follows:

"Business Day" means any day other than a Saturday, Sunday, or statutory holiday in New Brunswick.

"Closing Date" means 3:00:00 p.m., Wednesday, December 14, 2022, Local (Fredericton, NB, Canada) Time.

"Lease" means the legal agreement entered into by the FBFM and the Supplier. This Lease shall be governed by and construed in accordance, with the laws of the Province of New Brunswick.

"Market Coordinator" means Kristen Gallant, phone (506) 451-1815, email: manager@frederictonfarmersmarket.ca

"Market Day" every Saturday of the year from 7:00 am until 1:00pm.

"Proposal" means the Proponent's response to this RFP.

"Proponent" means the vendor or bidder or company or person submitting a Proposal under this RFP.

"Premises" means the area of the FBFM occupied by the restaurant.

"RFP" means this Request for Proposal, including all schedules attached hereto and any addendum or clarifications issued hereafter by Newmarket Properties Inc. operating as The Fredericton Boyce Farmers Market (FBFM).

"Subcontractor" means any business or person to whom the Proponent intends to delegate all or part of the execution of the services to be provided under the Agreement.

"Supplier" means the Successful Proponent.

INTRODUCTION

Newmarket Properties Inc. operating as The Fredericton Boyce Farmers Market (FBFM) is requesting proposals for the operation of the Market Restaurant under a Leasing agreement. The Market restaurant consists of the kitchen area and lunch counter area equaling approximately three hundred and eighty (380) square feet, forming part of the FBFM situated at 665 George Street, Fredericton, New Brunswick.

The restaurant is an integral part of the Market and is required to be a demonstration space of local and market vendor products with breakfast offerings as the main focus; compliment the marketing strategy, the general farmer's market atmosphere and the customer's experience.

MANDATORY SITE VISITS

Proponents must visit the site at 665 George Street, Fredericton, New Brunswick prior to submitting a Proposal. Proponents shall contact the Market Coordinator to make arrangements for site visits: Kristen Gallant, phone (506) 451-1815, email: manager@frederictonfarmersmarket.ca. Proposals will only be accepted from those Proponents who attended a site visit with the



REQUEST FOR PROPOSAL P18-35

Market Coordinator at which time the RFP documents will be issued to the Proponent. No claims will be allowed from the Proponent as a result of not visiting the site to view and obtain any details of the location that may be relevant in their Proposal.

TERMS AND CONDITIONS

1. A lease will be made between Newmarket Properties Inc. and the Supplier for a period of a minimum of five (5) years with options to extend subject to mutual agreement.
2. The Supplier must have at least one red seal certified chef on the staff operating the market restaurant on a daily basis.
3. Prior to signing the lease, the Supplier must provide a Two Million Dollars (2,000,000) Comprehensive General Liability Policy naming Newmarket Properties Inc. as secondary insured.
4. The Supplier must maintain an active Restaurant License as required by New Brunswick Law. A copy of active Restaurant License(s) must be posted at the restaurant.
5. Parking: the Supplier will not be guaranteed parking at the Market to park their vehicles.
6. Picking up the restaurant garbage: the Supplier is required to remove all garbage from the site at the end of every business day.
7. Kitchen equipment: Terms can be negotiated with the Supplier regarding providing their own equipment or renting newly purchased equipment from the FBFM.
8. Tables and Chairs: the existing tables and chairs belong to the FBFM and will be offered to the Supplier under the Lease.
9. Kitchen equipment maintenance: it is the responsibility of the Supplier to maintain the kitchen equipment as required to meet industry best practices and the Department of Health requirements.
10. Usage of the kitchen facility: The Supplier will be granted access to the kitchen facility Friday through Sunday of every week. Further usage of the kitchen facility Monday through Thursday is subject to negotiations and the Board's agreement, with a potential opportunity to serve from the takeout window on George Street during weekday hours. The Supplier would have the opportunity to be recommended as a catering option for Market events, if requested by event rental applicant,
11. Eating Area: The Supplier will be granted the elevated stage area to be used as an eating area for restaurant customers only on Market Days. If weekday hours are put in place, bistro and picnic tables could be available for use, as part of an outdoor dining area for restaurant patrons.

COMMON AREAS

1. The Supplier is granted for the benefit of the Supplier and its customers, prospective customers, invitees, licensees, employees, and all others having business with it the right to use, subject to the conditions of the Lease and in common with all others entitled thereto from time to time, the common areas of the FBFM.
2. The term "Common Areas" shall include the building and adjacent parking lot, said area comprising of the FBFM.
3. The right of use of the several parts of the Common Areas shall be restricted to their appropriate and intended use and shall be subject to the rules and regulations imposed by the Lease. The FBFM may from time to time temporarily obstructs or close off parts of the Common Areas in order to carry out maintenance or repair and also to prevent the acquisition of public or private right-of-way easements. The obstruction or closing off shall not be deemed to be an interference with the Supplier's right of the use of hem. The FBFM recognizes the importance of the entrance to the stool area and the pass-through to the canteen area and will not restrict access to these areas unless it poses a safety hazard to the public.

FBFM RESERVATIONS

1. The FBFM reserves the right to use parts of the Common Areas for event rentals or such other uses as it deems advisable and to close off the Common Area or any part of them from time to time for such purposes.
2. The FBFM reserves for itself, and all persons authorized by it the right to erect, use and maintain wiring, mains, pipes, conduits, and other means of distributing services in and through the premises, and the right from time to time to enter upon premises for the purposes of installation, maintenance and repairs, and such shall not be deemed to be an interference of the Supplier's possession under the Lease.



REQUEST FOR PROPOSAL P18-35

SUPPLIER'S COVENANTS

The Supplier covenants with the FBFM as follows:

1. To pay rent as set out in the Lease.
2. To provide and maintain necessary fixtures.
3. To arrange and pay to have the grease trap inspected and cleaned by a professional service provider approved by the FBFM a minimum of two (2) times per year or as required or additionally, as requested.
4. To arrange and pay to have all kitchen equipment inspected a minimum of one (1) time per year or as required by the Market Coordinator or the Department of Health.
5. To promptly carry out light repair and maintenance; provided that the Supplier's covenant to repair shall not in any case include repairs to the structure which comprises the FBFM, unless the need to repair is caused by the negligence of the Supplier, its agents, employees, invitees or licensees.
6. To keep the premises in good order and condition and to keep the premises clean and in such condition as a careful owner would keep them. This includes the full cleaning, including washing of walls, of the restaurant premises twice per year and a deep cleaning of tables and chairs in the dining area on a weekly basis.
7. To open for business upon the commencement of the term and thereafter during the whole of the term to continue to operate its business in a reputable manner, and to be open for business on each and every scheduled Market Day, for the full operating Market hours. Breach of this clause shall result in a penalty of two (2) times the rent payable for the Market Day when the breach occurred.
 - a) Upon the third breach of this clause the fine shall remain payable and the Lease shall be considered forfeit and of no further force and effect. (To indemnify the FBFM against all liabilities, claims, damage, or expenses arising out of any act or neglect to the Supplier, its servants, employees, agents, including liability for injuries or damage to the persons or property of the Supplier's servants, employees, agents' invitees or licensees.)
 - b) At the end of the term of the Lease to yield up the premises in clean and good repair, reasonable wear and tear accepted.
 - c) To observe and perform on its own part, and on the part of its employees, servants, agents, and licensees the insurance requirements.
 - d) To provide such additional equipment as is required to operate the premises. The equipment shall be electric, and it is the Supplier's obligation to maintain the same. Should the Supplier cease operation any and all of its equipment which is not removed prior to the next Market Day shall become the property of the FBFM. To be the exclusive user of the space, the Supplier shall not permit the use of the premises by any individual or company of individual not directly under the control of the Supplier unless and until the Supplier has entered into a contract with the individual or company and the contract is approved by the FBFM.
 - e) To be responsible for any and all expenses associated with the electricity meter (separate from that of the FBFM) dedicated to the premises.
 - f) To be responsible for its menu and pricing to meet the needs of its customers, subject to approval by the FBFM. Food and service standards must be maintained at a level of quality that enhances the experience of the restaurant patrons and assists to maintain the reputation of the FBFM as a must-do event in the Capital City.
 - g) To provide dishes, cutlery, and all disposable supplies, with environmentally conscious products used when possible, as necessary in its operation of the restaurant.
 - h) To decorate the restaurant area, subject to the approval of the FBFM. The FBFM has developed a brand for its operation and the "look" of the market is part of that brand. In order to preserve and promote that brand, the Board will set limits for signage/advertisement associated with the restaurant and the Board will approve all signage prior to its installation. The Supplier should not assume that the current state is reflective of the Board's intent moving forward; the board will review the space and implement limits with the start of the Lease. The Board will balance the needs of the restaurant and the protection of that brand and will review requests for changes as required; the Board will have final decision on any and all signage in the Market.
 - i) To purchase all possible grocery items from FBFM vendors.



REQUEST FOR PROPOSAL P18-35

- j) Not to assign the Lease or the whole or any part of the premises without the written consent of the FBFM – which consent may not be unreasonably withheld.
- k) To assure that the policy of a “Smoke Free” environment is maintained at all times within the premises.
- l) To the best of their ability – to maintain the security of the building at all times.

FBFM’S COVENANTS

The FBFM covenants with the Supplier as follows:

1. Quiet enjoyment of the premises.
2. To pay, as and when they fall due, all municipal or other real property taxes and rates including school rates and local improvement assessed against the premises whether in respect of the land or of the buildings, excepting business taxes or taxes personal to the Supplier in respect of its business, income, or other activity.
3. During the terms of Lease, whenever heat is reasonably required, and during the making of repairs, to heat the market building, excluding the subject premises, so as to keep it at a reasonable temperature; but if the FBFM defaults in so doing, it shall not be liable to the Supplier or to any person whom the Supplier may permit to enter the Premises, for any damage including indirect or consequential damage or damages for personal discomfort or illness arising out of or resulting from default. The FBFM will, determining that repairs are required to the heating equipment, proceed to complete such repairs with due diligence.
4. To carry out any and all major (structural) maintenance of canteen area.
5. To maintain, repair, clean, and preserve for the use of the FBFM, its employees, and person entering the premises at their invitation, all Common Areas, in such a condition as to enable the Supplier to enjoy the full benefits of its tenancy under the Lease.
6. To the best of their ability – to maintain the security of the building at all times, and not to provide the key or access code to the FBFM or premises to any third party.

PROVISOS

1. The FBFM or its agents shall have the right to enter the Premises at all
 - a. Reasonable times to view their state of repair, condition, and use, and to make such repairs, alterations, improvements, or additions as it, in its sole discretion, deems advisable, and the FBFM shall be allowed to take into the Premises all material that may be required therefore, without such action constituting an eviction of the Supplier in whole or in part or a breach of the covenant for quiet enjoyment in the lease. The FBFM agrees to complete the work expeditiously.
2. The FBFM may enter and view the state of repair of the Premises and the Supplier will repair according to notice in writing. If the Supplier refuses or neglects to make the repairs in such notice, the FBFM may make and charge the cost of them to the Supplier.
3. Liability for damage to property and persons:
 - (a) The FBFM shall not be liable for damage to property entrusted to it, nor for the loss of any property by theft or otherwise. All property kept or stored in the Premises shall be at the sole risk of the Supplier.
 - (b) The FBFM shall not be liable for any injury or damage to persons or property in the Premises resulting from any cause whatever that is resulting from the negligence or international acts of the Supplier, its servants, employees, agents, or patrons.
4. Entry to perform Supplier’s covenants:
 - (a) If the Supplier fails to perform any of the covenants or obligations of the Supplier, the FBFM may at its option perform or procure the performance of such covenants and obligations, and for its purpose may enter the Premises and carry out the work the FBFM considers requisite or necessary.
5. Inspection of Premises:
 - (a) The Supplier has examined the Premises before taking possession and found them to be in good order and satisfactory condition for the purposes intended.
 - (b) The Supplier agrees there is no promise, representation or undertaking binding upon the FBFM with respect to any alterations, remodeling, redecorating or installation of equipment of fixtures in the Premises except as expressly set forth in the Lease.



REQUEST FOR PROPOSAL P18-35

- Words importing the singular shall include the plural, the words importing firms and corporations shall include persons. Unless the context otherwise requires, the words "FBFM" and "Supplier" whenever used in the Lease shall include their successors and permitted assigns, and if the Supplier is not a corporation, shall include heirs, executors, and administrators. If any clause or parts of a clause contained herein and judicially held invalid or unenforceable, the remainder of the Lease shall be interpreted as if such clauses or parts of clauses had not been included.

PROPOSAL SUBMISSION

- Proposal submission may be forwarded to the Fredericton Boyce Farmers' Market via email to manager@frederictonfarmersmarket.ca and this is the COF preferred method for submissions. Proponents will be notified upon receipt of their submission. If the Proponent does not receive the reply, the Boyce Farmers' Market should be contacted by phone at (506) 451-1815. Limit the submission email size to a maximum of 10MB or send the bid in multiple pieces, files that are larger than 10 MB will bounce back.

OR

Proposal submission shall be in a sealed envelope clearly showing the proposal Title and Number, proposal Closing Date and Time, and Company's Name on the front of the envelope and addressed as follows:

Fredericton Boyce Farmers' Market
665 George Street
Fredericton, N.B.
E3B 1K4

- Proposal must be forwarded to the Fredericton Boyce Farmers' Market, no later than Closing Date.
- Proponents shall be solely responsible for the delivery of their submissions in the manner and time prescribed. The Market recommends the Proponents send their submissions well ahead of the Closing Date and get confirmation of receipt; last hour submission is not recommended.
- It is the responsibility of the Proponent to ensure that their proposal is in possession of the FBFM on or before the Closing Date defined in this document. A hand delivered proposal shall be deemed to have been received when the envelope has been stamped with the date of receipt.
- Submissions must be in English only or in English and French.

FOLLOW UP AFTER SUBMISSION

No information pertaining to the Proposal contents, or the number of Proposals received will be provided to Proponents prior to award being made.

If Proponents have an inquiry after the results are announced, questions must be directed to the Market Coordinator via email within a period of fifteen (15) business days after the results are announced. The FBFM will have an initial response in writing within a period of ten (10) business days.

NEWMARKET PROPERTIES INC. OPERATING AS THE FREDERICTON BOYCE FARMERS MARKET RIGHTS

FBFM reserves the right, in the event that the Supplier fails to comply with the conditions as listed, to cancel any agreement in place regarding this Proposal and award it to another Proponent without penalty or action against Newmarket Properties Inc. Operating as The Fredericton Boyce Farmers Market.

FBFM reserves the right to award in its best interest.

FBFM reserves the right to request any missing information during the evaluation.



REQUEST FOR PROPOSAL P18-35

FBFM does not bind itself in any way to accept any submission and reserves the right to negotiate alternatives and modifications to the submissions received.

FBFM reserves the right to award in whole to one Proponent.

QUERIES

All questions relating to the terms and conditions, or the technical specifications of this RFP shall be directed to Market Coordinator.

COST OF PREPARATION OF PROPOSALS

All expenses incurred by the Proponent in connection with the preparation of their Proposal are to be borne by the Proponent, and FBFM shall not incur any obligation whatsoever towards the Proponent whether their Proposal is accepted or rejected.

SAFETY

- (a) The Proponent shall be in compliance with the Department of Health requirements at all times during the contract.
- (b) It is the responsibility of the Proponent to ensure a safe work environment for its employees at all times during the term of this Lease; and to maintain a clean and hazard free site.
- (c) Proponents with twenty or more employees, regularly employed in the Province of New Brunswick, shall have a written safety program in compliance with Safety Act 8.1(1).
- (d) The Proponent shall comply with the provisions of the *Workers' Compensation Act* and its regulations. The Proponent shall provide FBFM with a Clearance Certificate from WorkSafe NB to confirm registration and that the account of the Supplier is in good standing. The Proponent shall provide such Clearance Certificate prior to awarding this Lease, and at any time as requested by Newmarket Properties Inc. Operating as The Fredericton Boyce Farmers Market.
- (e) The Proponent shall comply with the standards for health and safety as per the latest edition of the *Occupational Health and Safety Act* and its Regulations where applicable to the scope of work. A copy of the Act and the Regulations can be obtained from WorkSafe NB.
- (f) The Proponent shall comply with the requirements of the latest edition of the regulation regarding the handling and storage of hazardous materials under the *Occupational Health and Safety Act* and its regulations (reference: Regulation 88-221).
- (g) Federal and provincial labour regulations, safety regulations, fire prevention regulations and municipal by-laws shall apply to and govern all phases of the work hereinafter specified including all codes/industry standards.



REQUEST FOR PROPOSAL P18-35

EVALUATION CRITERIA

The Market Board will evaluate all Proposals.

RFPs submitted for consideration will be evaluated on Proponent’s qualifications/references, the Proponent’s proposed breakfast offerings, with a preference given to those using local and market vendor ingredients, the ability to compliment the FBFM customer’s experience, the financial arrangement and relevant factors which FBFM deems appropriate in the determination of the Proponent as a responsive, responsible, and qualified Proponent offering the best value for the FBFM.

Evaluation Criteria	Weight
Proponent’s Qualifications/References	30 Points
Proponent’s Menu	20 Points
Financial Arrangement	30 Points
	20 Points

The Market Coordinator or Market Board reserves the right to consult with any Proponent, prior to the award, without prejudice to any award or decision **NOT TO** award.

This RFP does not in any way create an obligation or contractual agreement of any kind between the FBFM and the Proponent. FBFM reserves the right to withdraw, at its sole discretion, this proposal at any time, even after the Closing Date, and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent as a result of such withdrawal.

Following receipt of submissions, the FBFM Board will score all submissions received. At this point FBFM could choose to award to the top scored Proponent subject to negotiations. FBFM could choose to short list the top scored Proponents and invite them to interview. Following the interviews, the FBFM will re-score the short-listed Proponents and could choose to award at this point, or not to award, or request a best and final offer from the short-listed Proponents.

PROPONENT’S QUALIFICATIONS

Demonstrate ability to undertake the lease to operate the FBFM restaurant. Attach relevant licenses and qualifications to your submission:



REQUEST FOR PROPOSAL P18-35

REFERENCES

	Name	Contact Info: Tel and/or email address
1		
2		
3		

FBFM may contact the above for a reference. FBFM reserves the right to perform reference checks other than those named in this reference section.

Subcontractor

Services

Subcontractors

Superintendent/Chef

Name: _____

Years of Relevant Experience: _____



REQUEST FOR PROPOSAL P18-35

MENU OPTIONS

List your menu options. Indicate the source of the main ingredients where possible. Attach extra paper if required.

FINANCIAL ARRANGEMENT

The Lease is subject to negotiations; however, the FBFM requires a fixed rental fee for the space as a minimum. Indicate the amount you propose to pay on monthly basis as well as any other relevant financial arrangements you may propose.
