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**SPECIFICATIONS**

**REQUEST FOR PROPOSAL**

**AGENCY STORE**

**Proposed Location for Agency Store**

The NSLC requests Proposals for Agency Stores as part of its Network Planning efforts. Agents currently in operation in some areas of the province wish to renew their Agency agreement in these communities for an additional 5 years for a year round operation **OR** a 1 year contract for seasonally operated proposals with a minimum opening duration of May 1 to October 31. Our preference is for a year round operation and will be considered first. The NSLC’s policy is to verify the best Agent candidate for any community at the end of any operating agreement. As such the NSLC invites proposals from all businesses interested in selling the NSLC’s beverage alcohol products as an Authorized Agent in the community of X, X County including a new proposal from the incumbent Agent – to determine the best location for an Agency Store going forward.

All candidates must note that any proposed location must be at least 10 kms from any Agent in any other community, and that any proposed location must be at least 13 kms from the closest existing NSLC store.

The NSLC will advise all applicants after the review has been completed.

# Information for Applicants for this Agency Store

# Overview

In 2000 the Government of Nova Scotia determined that there was a place for the private sector in the sale of beverage alcohol to Nova Scotians through Agency Stores and Private Wine and Specialty stores. An Agent is a business authorized to sell the NSLC’s products at retail... The NSLC as part of its Network Planning efforts continually seeks to establish additional Agency Stores in communities in which the development, construction and operation of a new NSLC retail store cannot be economically supported. Communities of interest are typically smaller or in remote areas, and at least 13 kms driving distance from the closest NSLC store and 10 kms from the nearest Agency store location.

Authorized *Agents* will be permitted by the NSLC to sell products normally available only at the NSLC retail stores, but carry only a limited selection of each within their existing retail stores, requiring at a minimum 200 square feet of store space.

Currently the NSLC has approved fifty-one (50) Agents operating throughout the province.

**Program Objectives**

The intent of this request for application proposals is that selected businesses in smaller communities will serve as extra points of distribution for the NSLC’s products to better serve these communities. These businesses, or Agents, will purchase their stock from the NSLC at a discount but sell the products for full list price – thus the agent stands to earn up to 8% gross profit on all sales. The Agent is required to provide their store with shelving, signage and separate cash receipts for all beverage alcohol sales.

The Agency Program is governed by the requirements of the Liquor Control Act and Regulations and operates within the terms and conditions established by the NSLC.

**Failure to do so may cause the Agent to forfeit its permit to sell these products.**

**Applicant Eligibility**

An applicant can be a person, partnership or corporation, typically operating as a retail grocery or convenience store. An applicant must not be prohibited by law from buying, having or consuming liquor, or acting as an Agent of the NSLC...

Persons or businesses currently owning or operating establishments licenced by the Nova Scotia Alcohol and Gaming authority will not be permitted to apply for an Agency Store.

All proponents will be asked to provide the results of a criminal records check as part of the evaluation.

**Community Support**

Stores will be located in “wet” areas of the province. “Dry” areas will require a plebiscite as per section 43 of the Liquor Control Act.

# Selection Criteria

The NSLC has developed selection criteria to provide a fair and open method of determining Agency Store appointments. Applicants must meet certain minimum requirements to be considered for award of an Agency store and must also maintain the required standards throughout the term of the appointment.

The NSLC’s objective is to select the Proposal that offers the best combination of business experience, financial stability, location within the community and proposed service to the public, as well as the best business terms for the NSLC. Ideally the Agency Store will be centrally located within the community and accessible to all members of the public.

The NSLC will award an Agency Store to business enterprises that can offer complementary services or products in an existing or proposed retail store. In evaluating an Applicant’s business case in support of becoming an Agent, the NSLC will review appropriate financial statements, projected cash flow and business practices to ensure that the Applicant and the complementary business will remain financially viable.

A complete summary of the NSLC’s evaluation process is provided in this document.

# Agency Store Agreement

After consideration of all Proposals, the NSLC will duly notify the successful Applicant and continue to finalize the arrangements necessary to award the contract for the Agency Store. The Applicant will have such time to review all required documentation to enter into the NSLC’s standard Agency Store Agreement. Should an Agreement not be entered into within a stipulated time, the NSLC may choose another Applicant as Agent, issue a new call for Proposals or otherwise act as it considers appropriate. The successful bidder is to ensure no interruption in the selling of NSLC products in the respective communities and therefore agrees to commence business operation **on or before xxxxxx**, or otherwise mutually agreed upon.

**Term of the Agreement**

The term of the Agreement for operating as an Agency Store is five years if the operation is year round. The term of the Agreement for operating seasonally is one year. Prior to the termination of the Agreement, the NSLC will call for new Proposals for Agency locations in the respective area to ensure full public participation, or may choose to otherwise provide alternate services for the community. It should be noted that neither the Agent nor the employees of the Agent are employees of the NSLC nor is there any employer/employee relationship in effect with the NSLC.

# How to Apply

Proposals for an Agency Store must be made in response to this Request for Proposals (RFP) in keeping with the expressed intent of this document. The Application Form as supplied in pages 14-24 of this document must be **submitted and accompanied by all supporting material requested in this document.** All Proposals are to be submitted directly to the Public Tenders Office, in keeping with the procurement requirements of the Province of Nova Scotia.

## General Information to Applicants

This section provides additional information towards preparation of the Proposals to the NSLC. **Applicants are cautioned to carefully read and follow the procedures required by this Request for Proposal (RFP) as deviations from these requirements may be cause for rejection.** All the terms and conditions of this RFP are assumed to be accepted by the Applicant and incorporated in the Proposal.

## Proposal Submission

The NSLC reserves the right to modify the terms of the RFP before the closing date, such changes to be communicated from the Public Tenders Office. The NSLC reserves the right to reject any or all Proposals, and will provide its reasoning for such rejection. All documents submitted to the NSLC become the property of the NSLC. Personal and business information will be treated as confidential and not given to a third party without the Applicant’s consent.

All inquiries are to be directed as noted within this document. Information obtained from any other source is not official and may be inaccurate.

**Late Proposals will not be accepted and will be returned unopened via courier collect to the Applicant.**

## No Liability for Expenses

The NSLC is not liable for any costs or damages incurred by the Applicant including, without limitation, any expenses incurred in the preparation and submission of the Proposal or the preparation and performance of any presentations or demonstrations.

## Verification

The NSLC reserves the right to verify any information provided by the Applicant by whatever means it deems appropriate, including contacting references other than those offered, and to reject any such information if in the judgment of the Corporation such information is not reasonable or verifiable. Misleading or false information provided by the Applicant may cause the Proposal to be rejected.

## Conflict of Interest

The Applicant is required to disclose any real, apparent or potential conflict of interest that comes to its attention in preparing its Proposal, during the evaluation or during the term of any subsequent Agreement. If in doubt, the Applicant is encouraged to verify for certain as per the Inquiries section below. The NSLC shall review the possible conflict of interest and take actions accordingly, possibly requiring the Applicant to withdraw its Proposal or to withdraw from the Agreement without recourse. Failure to disclose a conflict of interest may result in further judgment against the Applicant.

## Changes to the RFP

Any changes or revisions to the RFP will be issued as a formal addendum to all Applicants from the Public Tenders Office.

## Finalization of Agreement

If a Proposal is accepted, the content of the Proposal as submitted or subsequently revised will form the basis for a contract (the “Agreement”) for the operation of the Agency Store. The NSLC will prepare all documentation for the Agreement for review by the Applicant. In the event that a successful Applicant fails or refuses to enter into a written Agreement acceptable to the NSLC within 15 days of the award, the NSLC reserves the right to:

1. extend the period for executing an Agreement;
2. award the contract to the next best-qualified Applicant;
3. not to accept any Proposal; or
4. to call for new Proposals.

## Inquiries

It is the **Applicant’s responsibility** to ensure that they have all the necessary information concerning the intent and requirements of this RFP, and **to seek clarification of any matter it considers to be unclear before submitting a Proposal.**  The NSLC is not responsible for any misunderstanding of this RFP on the part of an Applicant. No Applicant can claim any advantage from any error, inconsistency, or omission in this RFP.

**Anyone who has questions as to the meaning of any part of this RFP or the project, or who believes the RFP contains any error, inconsistency, or omission should submit an inquiry requesting clarification, interpretation or explanation to the NSLC, care of:**

**Tom Wadsworth,**

**Phone No. (902) 450-5870**

**Email: tom.wadsworth@myNSLC.com**

Nova Scotia Liquor Corporation (NSLC)
93 Chain Lake Drive
Halifax Nova Scotia
B3S 1A3

The NSLC reserves the right to distribute any or all questions and answers to all other potential Applicants identified through the Public Tenders Office.

## Oral Information

No information given orally by the NSLC will be binding, nor will it be construed to change the requirements of the RFP in any way.

**Physical Requirements for the Agency Store**

The following requirements for submission are considered important to the overall completion of competing Agency proposals, consistent with the evaluation criteria provided as *Evaluation Criteria*, below.

**Definition of Premises**

The word “Premises” shall be interpreted as being the Applicant’s existing or proposed retail business or establishment where beverage alcohol products will be stored, displayed and sold.

**Storage, Display and Sale of Alcoholic Beverages**

The Proposal must identify areas of the Premises where alcoholic beverage products will be located. Distinct and definable sections in the Applicant’s Premises must be clearly identified in the application.

When defining these areas, the Applicant must carefully consider several factors which will be important to the evaluation process and which will influence the overall financial success of the Agency Store.

The Applicant is advised that liquor products are very susceptible to contamination and can rapidly deteriorate as a result of unfavorable conditions within the Premises. Areas selected for the display and storage of beer, wine or spirits should be protected from direct sunlight, excessive heat, and extreme variations in temperature, strong odors and other sources of possible contamination. Areas designated for the display and storage of these liquor or beverage alcohol products should be protected by an appropriate security system to minimize product losses due to breakage, theft, etc., as such losses will be the responsibility of the Applicant as the store operator.

**Cash Register/ Pay Point**

The Agent has the option to install a separate cash register in the Premises or utilize the existing in-store register system with adjustments made to separate the liquor sales from the non liquor sales. (i.e. separate the sale of liquor-related products from non liquor products). The Agent must provide daily sales totals for the beer, wine and spirits sold and enough detail as to provide information for audits or reviews that will be conducted by the NSLC from time to time. The customer receipt must indicate distinct sales from an NSLC Agency Store.

**Products to be Purchased**

The Agent will be required to carry a representative sample of liquor or beverage alcohol products as agreed upon. All products carried must be displayed in the retail area but can also be stored elsewhere on site. **A minimum of one hundred (100) spirits, wine and ready to drink products must be continuously carried, and at least 24 linear feet of shelving provided for display of these products at all times. The Agent will also be required to carry a minimum of no less than forty (40) local, domestic or imported beer products in an area sufficient for 9 days supply of beer.** The amount of floor and shelving space to be provided is the Applicant’s decision, but typically the space provided is a minimum 200 square feet of floor space in total.

The NSLC will from time to time review products carried for selection and inventory available for customer purchases, to achieve consistencies in shelving and product display.

**Unloading/Receiving Facilities**

The unloading area should be such that an Agent’s truck used for pickup (whether it be personal or transport) or the NSLC’s transport in some circumstances can freely maneuver to and from the loading door access area. It is preferred that Agency Stores have the capability of having a loading door area that can handle transport trailers for offloading purposes. For reference only: a pallet of beer weighs approximately 2900 lbs, and can be up to 66 inches in height.

Questions about the unloading requirements should be submitted to the NSLC before submission of any Proposal.

Special attention should be given to the unloading and storage areas to protect alcoholic beverages from extended exposure to extreme warm and cold temperatures and to ensure the product does not become exposed to the elements during unloading.

**Lighting**

Lighting fixtures should provide clear, bright, unobstructed interior lighting in the retail area. The store front of the Premises, the parking lot and loading area should all have sufficient lighting to acceptable standards.

**Exterior Signage**

The NSLC will provide standard details for exterior signs necessary for all Agents that indicate the availability of beer, wine and spirits within the Agent’s premises. These signs must be displayed in visible places in or on the facility. The Agent is to pay for all signage costs. Costs in this regard are estimated at $1,500 but will vary from location to location.

**Parking**

Availability of adequate parking space will be an important factor in the evaluation of Proposals. The condition of the parking area, such as continuous paving, parking lines, and adequate lighting are all important considerations in addition to number of spaces available. A minimum number eight (8) parking spaces is recommended.

**Barrier Free**

An Agency Store should be able to accommodate the special needs of all customers and permit wheelchair access throughout.

**Fax and Email**

The NSLC requires a fax number and an email address as a means to contact the Agency Store. The approved Agency Store must provide means of electronic document transmission for communications that can be shared with all Agents. The Agent will also require a printer on site to process all documentation received via email from the NSLC.

**Guidelines for the Operation of an Agency Store**

**Retail Price**

The NSLC will establish the price at which alcoholic beverages must be sold by the Agent. This pricing will be consistent with the pricing in the NSLC’s corporately-run stores. The NSLC will make available a price list that the Agent may print for their use.

**Purchasing**

The Agent will purchase liquor products solely from the NSLC, and will be responsible for all delivery costs from point of purchase to the Agency Store. All beverage alcohol offered for sale by the Agent must be purchased directly from the NSLC.

All delivery costs from the point of supply to the Agent’s Premises are the responsibility of the Agent.

Payment for purchases by the Agent must be made to the NSLC at the point and time of purchase in cash, debit card, direct withdrawal or any other negotiable instrument approved by the NSLC. No payment terms will be offered.

**Discounts to the Agent**

The Agent’s discount rate will be determined by the Agent’s Proposal to the NSLC, in accordance with guidelines established by the NSLC. The **maximum** discount rate is **8%;** the **minimum** rate the NSLC will consider is **5%** - with all rates considered taken as before HST is charged and bottle deposits applied.

In effect, this discount is the means by which the Agent will profit from this relationship with the NSLC. The Agent’s total profits from this part of their business will be determined in a large part by the volume of beer, wine and spirits sold in the Agency Store multiplied by this discount rate. (See Example of a Purchase, supplied below.)

The discount rate as specified in the Agent’s Proposal will be applied to every product purchased. The rate proposed is a consideration in the NSLC’s evaluation of all proposals for any Agency permit.

**Solid Waste-Resource Management Regulations/ Bottle Deposits**

Under the terms of the Province’s Solid Waste-Resource Management Regulations, Agents will collect deposits on all liquor products sold. The amounts to be collected are included in the retail price set by the NSLC. The NSLC will remit the deposit directly to the Resource Recovery Fund Board.

**Harmonized Sales Tax (HST)**

The Agent will be required to remit HST to the Government of Canada on all sales of all liquor products. See example as follows.

**Example of a Purchase from the NSLC by an Agent**

|  |  |  |  |
| --- | --- | --- | --- |
| **Example Only** | **750 ml Spirits** | **750 ml Wine** | **Dozen (12) Beer** |
| NSLC List Price | 24.48 | 10.70 | 19.99 |
| Less Bottle Deposit | .20 | .20 | 1.20 |
| Less HST 15% | 3.17 | 1.21 | 2.82 |
| Sub-Total to Agent | 21.11 | 9.29 | 15.97 |
| **Less Discount (if 8%)** | **1.69** | **.74** |  **1.28** |
| Sub-Total of Purchase Price | 19.42 | 8.55 | 14.69 |
| Add 15% HST | 2.91 | 1.29 | 2.20 |
| Add Bottle Deposit | .20 | .20 | 1.20 |
| **Agent Pays NSLC** | **22.53** | **10.04** | **18.09** |
| **Agent Selling Price** | **24.48** | **10.70** | **19.99** |

**Licensed Establishment Sales**

**The Agent is not permitted to sell to licensees unless approval is received from the NSLC.** Licensed establishments are typically bars, Golf Courses, Ski Hills, Fire Departments, Legions, Community Centers and restaurants located in or close to that community. Agency stores authorized to serve licensees directly in their communities will be required to provide a separate sales receipt for licensee purchases and submit monthly licensee sales by individual customer to the NSLC as outlined in the NSLC policies and procedures.

# Insurance

The Agent will, at all times, carry a minimum of $2,000,000 in general liability insurance, and the NSLC will be an additional named insured under the liability insurance so carried, but only in respect to the insured’s business as related to sale of liquor. The Agent shall indemnify the NSLC and save harmless from and against all action suits, claims and demands which may be brought against or made upon the NSLC from and against all losses, costs, changes, damages and expenses which may be incurred, sustained or paid by the NSLC arising out of the Agency relationship. Proof of such insurance coverage’s must be submitted to the NSLC upon signing of the Agreement.

**Agency Store Program Evaluation Process**

**Introduction**

Following the Submission Date or the date fixed for the receipt of Proposals, the NSLC will conduct a thorough analysis of every aspect of all Proposals received.

**Evaluation Criteria**

Evaluation and differentiation of Proposals received will focus on the following areas:

* *Business Experience*

The NSLC will assess the relevant business experience of the Applicant. Ideally, the Applicant or principals should have a minimum of five years business experience, usually in a convenience or grocery store operation or other retail business with higher transaction counts.

* *Financial Stability*

The NSLC will review financial records, expected revenue statements as well as a letter provided by an officer of a financial institution of the Applicants to determine the relative financial stability of the existing enterprise. The NSLC’s goal is to ensure the Agent will have sufficient cash flow and resources to maintain adequate inventory levels and to remain in business throughout the term of the appointment. Inadequate inventory on hand at any time can be grounds for termination of the Agency permit.

* *Location Within Populated Areas*

Ideally, an Agency Store should be centrally located in a community that serves a permanent or seasonal population base. Further consideration is given to proponents who wish to locate the Agency Store within grocery, country or conveniences stores, the basis being that the NSLC products are complementary to food purchases and provide added convenience when located together in all communities.

* *Traffic Flows*

Ideally, an Agency Store will be visible to relatively high traffic counts, typically located with other complementary businesses or with highway access.

* *Proposed Service to the Public*

The NSLC will evaluate various aspects of the Agency Store application which broadly defines the level of service the public will receive from the Agent. Of particular interest in this regard are the signage possibilities, the design and construction of the Premises as well as the liquor display areas, and extent of complimentary or other products sold or services offered in the Agent’s establishment or business.

* *Discount Rates*

The discount rates quoted by the Agent in the Application will be considered as a cost to the NSLC in offering these services. The discount rate should be considered as that required for the Agent to make a financial return for this part of the business, all things considered- but must be between 5% and 8% for the purposes of this RFP. Agents are strongly encouraged to propose efficiencies to reduce their costs to the NSLC, and their discounts proposed.

* *Ability to Display Product Selection Required*

Sufficient stock in the store and the variety of different products offered as proposed for the Agent’s store are important to the success of this effort. Applicants are to identify the space available for the NSLC product and their expectation of the number of wines, beers, and spirits they will offer. Wide selections of beer, wines and spirits are preferred and will be evaluated as such.

* *On-Site Evaluation*

The NSLC will conduct an on-site inspection of the current Premises considered for Agency Stores as part of its evaluation. Such considerations as interior and exterior appearance as a retail store, selection of convenience and grocery selection, general upkeep, available parking areas and freight receiving area will be significant in assisting the NSLC to formulate its recommendation. Cleanliness of the store is an important consideration in any evaluation.

* *Interview*

The NSLC may request an interview with the Applicant/ owner/ operator to clarify information provided through this RFP.

* *Other*

Other information provided by the Applicant in the Agency Store Application and not specifically noted above, may be considered in the evaluation process.

**Rating System used in the Evaluation**

Please note that we will give preference to year round applications versus seasonal applications. The rating system as follows will permit the NSLC to determine its preference towards the leading applicant to deliver the sale of the NSLC’s products in these rural or remote communities. Some considerations are deemed to be more important than others, and therefore have been assigned a higher “weight”.

Criteria Weight factor, as % for the evaluation

Previous Retail Experience of the Operator 15

Ability to store on hand 9 days of Inventory, the 25

 # of beverage alcohol sku’s listed or proposed,

 the receiving area and storage area available,

 the existing or proposed floor area for NSL products,

 the unloading facilities with the ability to off load trailers

 if necessary.

Location in community, (hwy, key corner), 20

exterior/interior building look and condition,

number of Available Parking spaces,

barrier free access, cleanliness of the interior

and exterior

signage opportunities, ease of entrance

security and safety protection

In Store transactions, 20

Complimentary products and services,

other inventory availability, pricing,

hours of operation

Financial Viability/ 20

Discount proposed

 100

**Notification of Applicants**

After the approval of the selected Proposal by the NSLC, the NSLC will notify all Applicants of its decision in writing by mail.

**Agency Store Application Kit**

### **General Instructions**

This section contains application instructions and forms which must be returned as an essential component of any Proposal for an Agency Store. The Agency Store Application requests various details about the Proponent, the proposed Agency Store, and proposed operational plans.

#### The Reference Check Form authorizes the NSLC to conduct routine business and personal inquiries on the principal(s) submitting the Proposal, if the NSLC deems it necessary.

If additional information or clarification is needed please contact:

**Tom Wadsworth**

**Phone No. (902) 450-5870**

**Email: tom.wadsworth@myNSLC.com**

Nova Scotia Liquor Corporation (NSLC)
93 Chain Lake Drive
Halifax Nova Scotia
B3S 1A3**Agency Store Application Form**

**PLEASE PRINT OR TYPE ALL INFORMATION.** If space provided is insufficient, additional information may be supplied on separate pages. Proponents are invited and encouraged to submit any other information deemed relevant to the Proposal.

*The Location:*

###### **PROPOSAL FOR AGENCY STORE APPOINTMENT, located in:**

###### **(xxxxxx area , xxxxxx County)**

##### *The Proponent:*

“Proponent” means the corporation or limited company, or the person or persons who may be appointed Agent, and on whose behalf this application is made.

In the case of a corporation or limited company, the president must sign the application;

In the case of a partnership, each partner must sign the application;

In the case of a sole proprietor, the owner must sign the application.

1) Proponent is a sole proprietorship (go to 2.a)

 A partnership (go to 2.b)

 A limited company (go to 2.c)

2. A) Sole Proprietorship:

Name of Business

Name of owner

Surname Given Names

Address

Phone Number Fax Number

2. B) Partnership:

Name of Business

Names of owners: (if more than two, please include all names)

Surname Given Names

Address

Phone Number Fax Number

Names of owners: (if more than two, please include all names)

Surname Given Names

Address

Phone Number Fax Number

List the percentage of ownership of each partner.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage \_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage \_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage \_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Percentage \_\_\_\_\_\_\_\_\_\_\_\_

2. C) Limited Company:

Name of Company\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

Address

Phone Number Fax Number

Secretary

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number Fax Number

Names of all shareholders: (please include list)

Jurisdiction of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List the number and type of shares authorized and outstanding.

Do any shareholders have any direct or indirect financial interest in any enterprise which manufactures sells or markets beverage alcohol? Yes No

If yes, please provide full details.

3) Has the Proponent or any principals ever been refused an Agency Store appointment or a liquor license in Nova Scotia, or any other province in Canada? Yes No

If yes, please provide a brief explanation.

4) Has the Proponent or any principals ever held an Agency Store appointment or a liquor license which was suspended? Yes No

If yes, please provide a brief explanation.

5) Does the Proponent or any principals currently have any financial interest, direct or indirect, in an establishment licensed under the Liquor Control Act of the Province of Nova Scotia? Yes No

If yes, please provide details.

6) Does the Proponent or any principals have any financial interest, direct or indirect, in any enterprise which currently manufacturers, sells or markets beverage alcohol? Yes No

If yes, please provide a brief explanation.

7) Does any manufacturing or selling organization which deals in beverage alcohol have any financial connection to the Proponent or to any of the Proponent’s business?

 Yes No

If yes, please provide full details.

8) Has the Proponent ever been refused a bond of any kind? Yes No

If yes, please provide a brief explanation.

9) Has the Proponent or any principals ever been convicted of a criminal offense under the criminal code of Canada, or any offense involving alcohol, drugs or gambling?

 Yes No

If yes, please provide details.

##### *The Premises:*

The “Premises” is defined as being the Proponent’s establishment proposed for locating the storage and display of alcoholic beverages.

10. Address of the establishment in which the “Premises” is located.

11. Businesses or attractions adjacent to the Premises which could provide the Agency Store additional visibility.

12. The retail area of the Agency store will be located on: ground floor other

If “other”, please provide details

13) The Proponent is: owner tenant

of the Premises in which the Agency Store is to be located. If the Agent leases the Premises, please include a copy of the lease with the application package.

14). Are there or will there be any establishments licensed under the Liquor Control Act of the Province of Nova Scotia in the Premises in which the Agency Store is to be located? Yes No

If yes, please provide details.

15) Provide details of the size of the establishment. (Survey plans or architectural drawings are preferred but not required at this time).

16) Identify the availability of vehicle parking.

a) Number of parking spaces \_\_\_\_\_\_\_\_\_

 Number of Parking Spaces reserved for wheel-chair customers\_\_\_\_\_\_\_\_\_

b) Please include a description of the condition of parking facilities at the establishment, i.e. paved, lined, provided with lot lights, number of entrances and exits.

17) Please provide the following information.

Size of retail space of total Premises sf.

Size of retail space of Agency Store sf

Size of storage space in total Premises sf.

Size of storage space for Agency Store sf

**Please provide pictures of all four sides of the exterior and 2 interior pictures of the proposed Agency Store location.**

##### 18) Please provide a brief description of the applicant’s retailing and business experience. If necessary attach additional pages.

Please provide the name and address of the Manager proposed for the Agency Store.

Surname Given Names

Address

Phone

##### *Financial*

The NSLC will review the financial history of all businesses which apply for an Agency Store appointment. Proponents must provide sufficient detail to permit the NSLC to assess the financial viability of the enterprise. Financial statements provided in the Proposal, whether audited or unaudited, should be prepared in accordance with generally accepted accounting principles. A letter from an officer of your financial institution must be provided. Similarly, two supplier references are required.

19)Briefly describe the type(s) of business (es) carried on at the Premises. Include the name of the business (es) and number of years of operation and the number of full-time and part-time staff. Include number of transactions per year. (Optional: Estimate of possible sales of liquor products at this location per year)

20) Identify the proposed hours of operation for the Agency Store.

|  |  |  |  |
| --- | --- | --- | --- |
| Day | Time, From-To | Day | Time, From-To |
| Monday |  | Thursday  |  |
| Tuesday |  | Friday |  |
| Wednesday |  | Saturday |  |
|  |  | Sunday |  |

Where seasonal hours will be adopted please provide full details.

21) Provide a breakdown of the products sold by the business (or businesses) which will operate in conjunction with the Agency Store.

 ***For example:*** *%*

 *Gas- Pay at Pump 20*

 *Groceries 25*

 *Confectionery 10*

 *Lottery/VLT 10*

 *Clothing 15*

 *Hardware 5*

 *Gifts, Souvenirs 15*

 *TOTAL 100*

 **Actual product breakdown %**

Gas

Groceries

Confectionery

Lottery/VLT

Clothing

Hardware

Gifts, Souvenirs

Other (please identify)

 TOTAL 100%

22) Will a separate cash register be used to record the sale of alcoholic beverages?

 Yes No

If no, describe how your register system will be used to separate sales of liquor from sales of other products.

23) Will beer and wine products be refrigerated? Yes No

If yes, describe the equipment to be used.

24) **Number of Spirits, Wine and beer you will be offering; Number required for each category;**

1. **Spirits; ( )**

 **B) Wine; ( )**

 **C) Beer; ( )**

 **D) Ready to Drink; ( )**

25) Describe your receiving area and your method of ordering, delivering product and proposed frequency.

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26) Proposed Annual Discount Schedule (April 1 - March 31)

Indicate proposed discount rate as a percent, \_\_\_\_\_\_\_\_%, and min. 5%- max. 8%

List your present HST tax number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

27) The Agent agrees to the requirements of the Request for Proposal, including those provisions summarized as follows.

1. The Agent shall provide and maintain appropriate insurance for the Premises and shall provide and maintain liability insurance in respect of all persons who enter the Premises and for all products sold.
2. The Agent shall indemnify the NSLC of and from and against all actions, suits, claims and demands which may be brought against or made upon the NSLC from and against all loss, costs, charges, damages and expenses which may be incurred, sustained or paid by the NSLC arising out of the issuing of the permit.
3. The Agent is not associated directly or indirectly with any business licensed under the Liquor Control Act.
4. The Agent facilities are to be carefully controlled for cleanliness and safety. They are to be annually inspected by the Fire Marshall or his delegate and the limits as to number of persons permitted at any one time are not to be exceeded and health standards are to be maintained.
5. All external and media advertising must conform to the NSLC’s Advertising Guidelines. All improper promotional activities, which are not in keeping with the spirit and intent of the Act, Regulations and Policy Guidelines, must be removed at the NSLC’s direction. Repeated warnings will be cause for the termination of any Agency permit.
6. Record keeping will be in accordance with general accepted accounting practices and normal business practice and other such records required by the NSLC.
7. The NSLC, its servants or agents, shall be permitted at any time to enter the Premises of the Agent to ensure to the satisfaction of the NSLC that the operations comply with the provisions of the Act, Regulations, Policy Guidelines or directives of the NSLC, and the provisions of the Agency Agreement.
8. The Agent shall permit access to its records including stocking and sales reports and to its Premises in order to permit an audit by authorized personnel acting on behalf of the NSLC.
9. The Agent and its employees shall cooperate fully with the NSLC, its servants, and representatives.
10. Security of the product is to be controlled within reason against burglary, sabotage, and theft incidents.
11. All Agency Store employees who handle or sell products on the store Premises are not to consume any liquor product while working.
12. Employees of the Agency Store will have no employment relationship whatsoever, direct or indirect, with the NSLC, the Nova Scotia Alcohol and Gaming Authority or establishments licensed by the Nova Scotia Alcohol and Gaming Authority.
13. The Agent shall comply with all applicable laws respecting employment, health and safety of store employees.
14. All Agency Store employees who handle or sell products on the store Premises shall be at least the age of majority.
15. The NSLC will provide a Permit to Operate to the Agency Store and the Permit shall be displayed in the Premises at all times.
16. Liquor shall not be sold at an Agency Store unless first purchased directly from the NSLC.
17. **The Agent will ensure that there are 9 sales days of inventory levels of beverage alcohol products and those products associated with the existing business are available to the consumer at all times.** Failure to do so may result in the removal of the Agency in this community, or the replacement of this Agent acting on behalf of the NSLC.
18. The Agent will ensure that operating standards as agreed upon with the NSLC within the Agency Agreement are maintained throughout the duration of the Agreement.
19. The Agent is responsible for the recording and remittance of all HST in accordance with the Laws of the Province of Nova Scotia.
20. If the Agent relocates or sells the Premises the NSLC may at its option terminate the appointment immediately and initiate a new Agency tender. In the case of death the Agency may be carried on by the beneficiaries with the approval of the NSLC.
21. All Agents must have access to an email account and an onsite printer to receive and send and receive messages from the NSLC.
22. All Agents will be responsible to print the bin tabs for both regular and promotions. The NSLC will supply the templates via email for both the regular price and periodically promotional sale prices for all beverage alcohol products.

##### **Declaration**

I HEREBY DECLARE that the information provided in this application is true, complete and correct, to the best of my knowledge and belief. I understand that a false statement may be considered sufficient cause to withhold or cancel an appointment as an Agent of the NSLC.

Dated at this day of , 2011.

Signature of Proponent(s)

Signature of Witness

**Reference Check Consent Form (Please complete this section in its entirety).**

**RE: Application for Agency Store Appointment**

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorize the NSLC to contact the persons or organizations listed below for the purposes of obtaining reference information.**

##### **Personal References**

Name: Name:

Position: Position:

Address: Address:

Telephone: Telephone:

**Financial References/ Banking Reference**

Business Name: Contact: Position: Address: Telephone:

How long have you banked with this institution:

**Supplier References – 2 required**

Business Name: Contact: Position: Address: Telephone:

How long have you known this supplier:

Business Name: Contact: Position: Address: Telephone:

How long have you known this supplier:

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

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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