



SPECIFICATIONS

**REQUEST FOR PROPOSAL
AGENCY STORE**

Proposed Location for Agency Store

The Nova Scotia Liquor Corporation (NSLC) requests Proposals for an Agency Store as part of its network planning efforts. NSLC invites proposals from all businesses interested in selling the NSLC's beverage alcohol products as an Authorized Agent.

All Proponents 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 retail beverage alcohol products listed by NSLC. 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. This will require a minimum of 200 square feet of store space.

Currently the NSLC has approved sixty-one (63) Agents operating throughout the province.

Program Objectives

The intent of this request for proposals is for qualified businesses in smaller communities to serve as extra points of distribution for the NSLC's products, thus better serving 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 min 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 beverage alcohol, or acting as an Agent of the NSLC.

Persons or businesses currently owning or operating establishments licensed 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 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 process of determining successful Agency Store submissions. 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 contract.

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 evaluation of all Proposals, the NSLC will duly notify the successful Applicant and continue to finalize the details 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 a date that is mutually agreed upon by the NSLC and the Agent.

Term of the Agreement

The term of the Agreement for operating as an Agency Store is five years if the operation is year-round. 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 NSLC Procurement Manager.

General Information to Applicants

This section provides additional information regarding preparation of proposals for 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.

No Liability for Expenses

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

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.

Changes to the RFP

Any changes or revisions to the RFP will be issued as a formal addendum available on the Province of Nova Scotia Procurement portal.

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:

- a) extend the period for executing an Agreement;
- b) award the contract to the next best-qualified Applicant;
- c) not to accept any Proposal; or
- d) issue a new Request for Proposals.

Enquiries

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:

Tracey Darrigan,
Email: tracey.darrigan@myNSLC.com

The NSLC reserves the right to distribute any or all questions and answers in the form of a Q&A addendum.

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 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 Beverage Alcohol

The Proposal must identify areas of the Premises where beverage alcohol 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 important to the evaluation process and which will influence the overall financial success of the Agency Store.

The Applicant is advised that beverage alcohol 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 beverage alcohol products should be protected by an appropriate security system to minimize product losses due to breakage and theft. 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 point of sale (POS) machine (ie cash register) in the Premises or utilize the existing in-store register system with adjustments made to facilitate the separation of beverage alcohol sales from all other sales. 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. 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 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 and twenty five (125) beer, 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 amount of floor and shelving space to be provided must be a minimum 200 square feet but the Applicant may provide in excess of this minimum.

The NSLC will 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, in some circumstances, the NSLC's transport 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 beverage alcohol 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 depending on location.

Parking

Availability of adequate parking space is an important consideration in the evaluation of proposals. NSLC will assess the condition of the parking area, such as continuous paving, parking lines, and adequate lighting. 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.

Email

The NSLC requires an email address as a means to contact the Agency Store. The approved Agency Store must provide means of electronic document transmission for communications. 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 retail price for all beverage alcohol sold by the Agent. This pricing will be consistent with pricing in NSLC corporate stores. NSLC will make available a price list that the Agent may print for their use.

Purchasing

The Agent will purchase all beverage alcohol products solely from the NSLC and will be responsible for **all** delivery costs from point of purchase to the Agency Store.

Payment for purchases by the Agent must be made to the NSLC at 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 **9.5%**; the **minimum** rate the NSLC will consider is **8%** - 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 could be 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 beverage alcohol 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 beverage alcohol 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 beverage alcohol. 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 closing date 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*
NSLC will assess the relevant business experience of the Applicant. NSLC prefers Applicants or principals with a minimum of five years business experience in a convenience or grocery store operation or other retail business with higher transaction counts.
- *Financial Stability*
NSLC will review financial records and expected revenue statements. An additional letter of reference from the Applicants financial institution is required. This letter shall indicate the Applicant has sufficient financial capability, liquid and/or credit, to support this contract, and the duration of their relationship with the financial institution. 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 agreement. 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 communities.
- *Traffic Flows*
An Agency Store should be visible to relatively high traffic counts, typically located with other complementary businesses or with highway access.
- *Proposed Service to the Public*
NSLC will evaluate various aspects of the Agency Store application which broadly defines the level of service the public will receive from the Agent. Specifically, signage options, the design and construction of the Premises as well as the beverage alcohol 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 and should be between 8% and 9.5% 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*
Store is required to maintain a sufficient level of 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 assessed by 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 application and not specifically noted above, may be considered in the evaluation process.

Rating System used in the Evaluation

Please note that NSLC prefers year round applications versus seasonal applications. The rating system as follows will be used by NSLC to determine best value for the sale of the NSLC’s products by an Agent in rural or remote communities. Some considerations are deemed to be more important than others, and therefore have been assigned a higher “weight”.

<u>Criteria</u>	<u>Weight factor, as % for the evaluation</u>
<ul style="list-style-type: none"> • Previous Retail Experience of the Operator 	10
<ul style="list-style-type: none"> • Ability to store on hand 9 days of Inventory • # of beverage alcohol sku’s listed or proposed • receiving area and storage area available • existing or proposed floor area for NSLC products • unloading facilities with the ability to off load trailers if necessary 	25

<ul style="list-style-type: none"> • Location in community, (hwy, key corner) • 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 	25
<ul style="list-style-type: none"> • In Store transactions • Complimentary products and services • other inventory availability • pricing • hours of operation 	25
<ul style="list-style-type: none"> • <u>Financial Viability/Discount Proposed</u> 	15

Notification of Applicants

After selection of the successful proposal, NSLC will notify all Applicants of its decision in writing by email.

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 NSLC to conduct routine business and personal inquiries on the principal(s) submitting the Proposal, if NSLC deems it necessary.

If additional information or clarification is needed please contact:

Tracey Darrigan
Email: tracey.darrigan@myNSLC.com

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:

(?????) _____

The Proponent:

"Proponent" means the corporation or limited company, or the person or persons who may be awarded 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
- | | |
|--------------------------|-----------------------------------|
| <input type="checkbox"/> | A sole proprietorship (go to 2.a) |
| <input type="checkbox"/> | A partnership (go to 2.b) |
| <input type="checkbox"/> | A limited company (go to 2.c) |

2. A) Sole Proprietorship:

Name of Business _____

Owner Surname _____ Owner 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 manufactures, 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 beverage alcohol.

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).

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 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 beverage alcohol 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.

<i>For example:</i>	%
<i>Gas- Pay at Pump</i>	<i>20</i>
<i>Groceries</i>	<i>25</i>
<i>Confectionery</i>	<i>10</i>
<i>Lottery/VLT</i>	<i>10</i>
<i>Clothing</i>	<i>15</i>
<i>Hardware</i>	<i>5</i>
<i>Gifts, Souvenirs</i>	<i>15</i>
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 beverage alcohol?
 Yes No

If no, describe how your register system will be used to separate sales of beverage alcohol 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;

A) Spirits; ()

B) Wine; ()

C) Beer; ()

D) Ready to Drink; ()

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

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

Indicate proposed discount rate as a percent, _____%, and min. 8%- max. 9.5%

List your present HST tax number _____.

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

- a) 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.
- b) 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.
- c) The Agent is not associated directly or indirectly with any business licensed under the Liquor Control Act.
- d) 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.
- e) 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.
- f) Record keeping will be in accordance with general accepted accounting practices and normal business practice and other such records required by the NSLC.
- g) 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.

- h) 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.
- i) The Agent and its employees shall cooperate fully with the NSLC, its servants, and representatives.
- j) Security of the product is to be controlled within reason against burglary, sabotage, and theft incidents.
- k) All Agency Store employees who handle or sell products on the store Premises are not to consume any beverage alcohol while working.
- l) 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.
- m) The Agent shall comply with all applicable laws respecting employment, health and safety of store employees.
- n) All Agency Store employees who handle or sell beverage alcohol products on the Premises shall be at least the age of majority.
- o) The NSLC will provide a Permit to Operate to the Agency Store and the Permit shall be displayed in the Premises at all times.
- p) Beverage alcohol shall not be sold at an Agency Store unless first purchased directly from the NSLC.
- q) **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.
- r) 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.
- s) The Agent is responsible for the recording and remittance of all HST in accordance with the Laws of the Province of Nova Scotia.
- t) If the Agent relocates or sells the Premises, NSLC may at its option terminate the award immediately and initiate a new Agency request for proposals. In the case of death, the Agency may be carried on by the beneficiaries with the approval of the NSLC.
- u) All Agents must have access to an email account and an onsite printer to receive and send and receive messages from the NSLC.
- v) 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 award as an Agent of the NSLC.

Dated at _____ this _____ day of _____, 2020.

Signature of Proponent(s) _____

Signature of Witness _____

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

RE: Application for Agency Store

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: _____

SCHEDULE A

This **Data Protection Agreement** (the "**Agreement**") made this _____ day of _____, 20____.

BETWEEN:

Nova Scotia Liquor Corporation, a body corporate with its principal place of business Halifax, Nova Scotia ("**NSLC**")

-and-

[Contractor], a body corporate with its principal place of business at [address] (the "**Contractor**")

(Individually, a "**Party**" and collectively, the "**Parties**")

RECITES:

- I. NSLC has retained the Contractor to perform certain services more particularly set out in a separate agreement between the Parties (the "**Services Agreement**");
- II. NSLC has certain legal obligations with respect to the collection, use, disclosure and protection of Personal Information and requires that the Contractor agree to particular duties with respect to Personal Information; and
- III. The Parties wish to set out the obligations of the Contractor related to Personal Information;

NOW THEREFORE in consideration of the mutual promises and covenants herein, the Parties agree as follows:

1. Definitions.

In this Agreement,

"**Personal Information**" has the meaning prescribed in the Freedom of Information and Protection of Privacy Act (Nova Scotia), and includes any such information that,

may identify or tend to identify an individual, and that is provided to the Contractor by NSLC or that the Contractor acquires pursuant to the Services Agreement;

“Services” means the services to be provided by the Contractor pursuant to the Services Agreement.

Any word or phrase not defined in this Agreement, but defined in either the *Freedom of Information and Protection of Privacy Act* (Nova Scotia) or the *Personal Information International Disclosure Protection Act* (Nova Scotia) shall have the meaning prescribed in such statute.

2. Personal Information - General.

The Contractor acknowledges that any Personal Information received by it from NSLC or exposed to it in connection with the Services is done so solely for the purposes of the provision of the Services, and that the Contractor acquires no right to or interest in the Personal Information except as set out in this Agreement or the Services Agreement.

3. Compliance with Applicable Laws.

The Contractor covenants and agrees that it will abide by, in every material respect, any obligations imposed upon it related to Personal Information, by operation of law or otherwise, including the *Personal Information Protection and Electronic Documents Act* (Canada) (“PIPEDA”), the *Freedom of Information and Protection of Privacy Act* (Nova Scotia) (“FOIPOP”), the *Personal Information International Disclosure Protection Act* (Nova Scotia) (“PIIDPA”), and any relevant and applicable similar provincial legislation. The Contractor also acknowledges that NSLC is a public body for the purposes of both FOIPOP and PIIDPA, and that the terms of these laws shall prevail over any other term in this Agreement and any associated document.

4. No Secondary Use of Personal Information.

The Contractor covenants and agrees that it not use any Personal Information provided or disclosed by NSLC for any purpose other than that for which it was provided or disclosed to the Contractor, and as authorized in this Agreement or the Services Agreement.

5. No Disclosure Without Authorization.

Except as is necessary to fulfill its obligations under the Services Agreement or this Agreement, or as required by law, the Contractor shall not disclose any Personal Information to any third party.

6. Protection of Personal Information.

The Contractor covenants and agrees that it will implement safeguards to protect against the disclosure, alteration or misuse of Personal Information that is in its care or custody and will promptly inform NSLC if there is any breach or suspected breach of security related to the Personal Information. The Contractor shall protect NSLC’s Personal Information with the same degree of care and diligence that the Contractor uses to protect and safeguard its own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of such Personal Information. The Contractor shall not permit

Personal Information to be stored outside of or accessed outside of Canada, without specific written and prior authorization from NSLC, and subject to any conditions contained in the authorization. The Contractor shall not permit Personal Information to be transferred over any digital networks or via any portable storage medium unless the Personal Information is suitably encrypted.

7. Cooperation.

The Contractor shall cooperate as may be necessary to assist in any access requests, questions, complaints, audits and any investigations related to the Personal Information.

8. Retention of Personal Information.

The Contractor shall only retain Personal Information for as long as is reasonably necessary for the purposes for which it is disclosed to the Contractor. Following such time, the Contractor shall return or destroy any Personal Information that it has received from NSLC. At NSLC's request, the Contractor shall forthwith provide NSLC with a statutory declaration, sworn by an officer or director of the Contractor, certifying whether its obligations under this Section have been fulfilled.

9. Compelled Disclosure.

In the event that the Contractor or anyone to whom it transmits the Personal Information becomes legally required to disclose any such Personal Information, the Contractor shall provide NSLC with prompt notice so that NSLC may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, the Contractor shall furnish only that portion of the Personal Information which is legally required to be furnished in the opinion of NSLC or NSLC's counsel. If the compelled disclosure relates to a foreign demand for disclosure, the Contractor shall comply with all relevant provisions of PIIDPA.

10. Subcontractors.

The Contractor shall not engage or retain any subcontractors in connection with the provision of any of the services under the Services Agreement that involve any handling of Personal Information unless (a) approved in writing by NSLC, and (ii) the subcontractor enters into an agreement with NSLC in substantially the same form as this Agreement.

11. Indemnity.

The Contractor covenants and agrees that it shall indemnify and hold NSLC harmless from and against any and all losses, costs, claims, legal fees and liabilities related to or derived from any breach of this Agreement by the Contractor or its employees, agents, officers, directors and others for whom it is in law responsible.

12. Irreparable Harm.

The Contractor acknowledges that all Personal Information disclosed or provided to it under this Agreement is held by the Contractor in trust for the sole benefit of NSLC. The Contractor acknowledges that any disclosure or misappropriation of any of the Personal Information in violation of this Agreement may cause NSLC irreparable harm and/or harm that is impossible to quantify, and therefore agrees that NSLC shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as NSLC shall deem

appropriate. Such right of NSLC is to be in addition to the remedies otherwise available to NSLC at law or in equity. Such right of NSLC is in addition to the remedies otherwise available to at law or in equity. The Contractor expressly waives the defence that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by NSLC.

13. Entire Agreement.

This Agreement constitutes the entire understanding of the Parties with respect to the protection and handling of Personal Information, and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. In the event of any disagreement or contradiction between this Agreement and the Services Agreement or any other agreement between the Parties, this Agreement shall prevail. A breach of this Agreement shall be deemed to be a material breach of the Services Agreement.

14. Agreement Term.

This Agreement shall be deemed to come into effect on the earlier of (i) the commencement of the Services Agreement, (ii) the date set out on the first page of this Agreement, and (iii) when NSLC is first given access to Personal Information. This Agreement shall remain in force for so long as the Contractor has access to Personal Information.

15. Governing Law and Forum.

This Agreement shall be governed in all respects by the laws applicable in the Province of Nova Scotia, Canada, notwithstanding any of the conflicts of laws rules applicable thereto. The Contractor irrevocably attorns to the jurisdiction of the Canadian federal and provincial courts sitting in Halifax, Nova Scotia. NSLC shall be free to enforce any of the terms of this Agreement in any court of competent jurisdiction.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

[Contractor]

Nova Scotia Liquor Corporation

Per:

Per:

Name:

Name:

Title:

Title:

Nova Scotia Liquor Corporation

Per:

Name:

Title: