

Request for  
**EXPRESSIONS OF INTEREST**

**AREA 506 WATERFRONT CONTAINER VILLAGE - 2024  
One-Year, Seasonal Opportunities**

[www.area506.ca](http://www.area506.ca)

**Expressions of interest will be reviewed on an ongoing basis until filled, with new 2024 vendors encouraged by December 15, 2023.**

**Submissions by Email**

To: [goods@area506.ca](mailto:goods@area506.ca)

Subject Line: Container Village RFEI Submission

**Submissions by Mail**

AREA 506 Waterfront Container Village

133 Prince William St. Suite 601

Saint John, NB

E2L 2B4

Re: Container Village RFEI Submission



# REQUEST FOR EXPRESSIONS OF INTEREST: FOR VENDORS

## 1.0 Introduction

AREA 506 Ventures Ltd. (“AREA 506”) is pleased to offer a seasonal licensing opportunity in uptown Saint John at the AREA 506 Waterfront Container Village. AREA 506 is seeking proposals from interested and qualified individuals or entities (the “proponents”) to operate a pedestrian-oriented retail business at 85 Water St, Saint John, NB.

The architecturally distinctive container village will have over 20 reconfigured cargo containers representing up to 40 retail spaces, featuring a three-story waterfront beer garden, a graffiti alley of curated street art, cruise lounge and plaza, performance stage and green space for culture performance and pop-up exhibits.

The AREA 506 Waterfront Container Village will be a marquee destination for an anticipated 200,000+ passengers and crew, residents of Southern New Brunswick, and thousands of tourists to the area. A major step towards development of the Saint John Waterfront, the AREA 506 Waterfront Container Village will host a robust cadence of events through the Spring, Summer and Fall focused on developing the most exciting tourist destination in Atlantic Canada. The Waterfront Container Village season will closely mirror the local cruise season, tentatively scheduled to open May 22, 2024 running until early November, 2024 but subject to change.

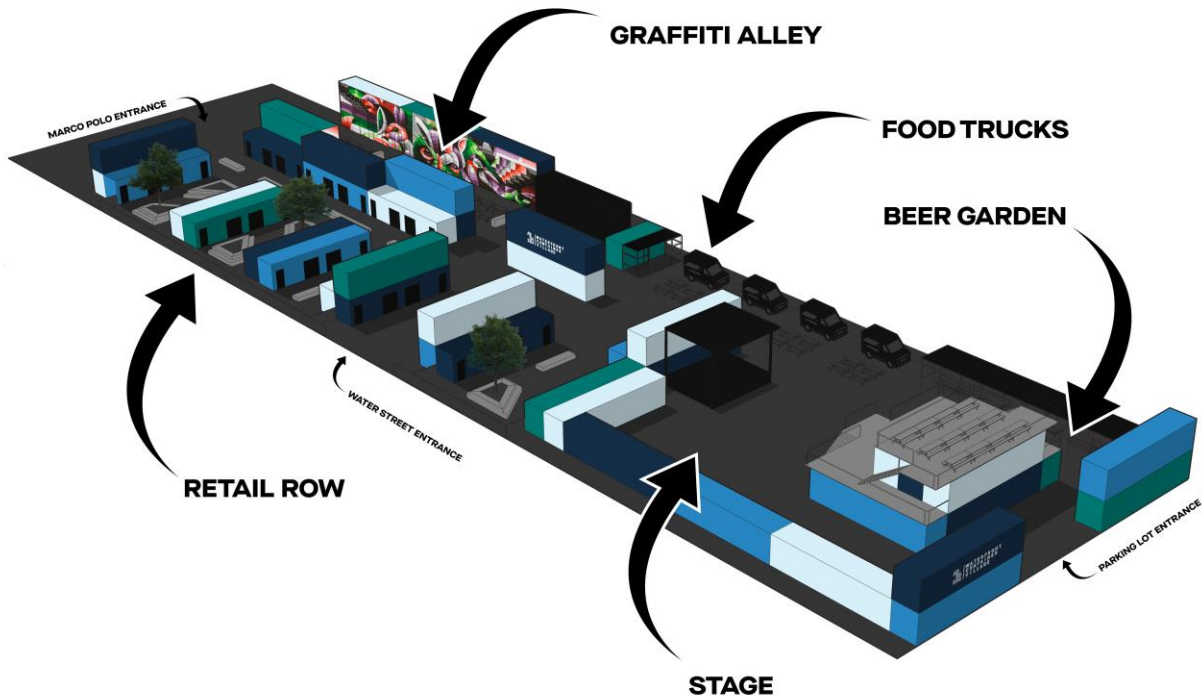
AREA 506 is seeking interested partners to respond to the attached Request for Expression of Interest (“RFEI”) to create a vibrant, positive and diversified reflection of products, services and events to bring the Waterfront Container Village to life. Interested parties are encouraged to provide as much background as possible on their business to participate in a one-year license agreement as a Vendor Partner.

For more detailed information on the project, please visit [area506.ca](http://area506.ca).

[New Brunswick Tourism listing](#)

[Envision Saint John listing](#)

The following concept is for illustrative purposes only, as the mobile and flexible nature of the project allows for flexibility in layout in consideration of applications received:



## 2.0 The Opportunity

**Address** 85 Water St., Saint John, NB E2L 0B1

**Location** Located directly outside the Marco Polo Cruise Terminal at Port Saint John in uptown Saint John, the AREA 506 Waterfront Container Village covers almost two acres of prime waterfront property along Pugsley Terminal, Water Street, Saint John.

**License Space Description** All options to be considered, however preference given as follows:

- 170 sq. ft of interior space (half of one 40' shipping container)
- 340 sq. ft. of interior space (one entire 40' shipping container)
- Food and Beverage Partnerships

Conceptual site plan is illustrated in Exhibit A.

Template Retail Container Design is illustrated in Exhibit B.

**Preferred Use** Neighbourhood and community-oriented retail uses offering the public quality, service and value. Mobile food trucks, quick-service food and hand-held snacks are encouraged. No alcohol sales for on-site consumption.

Broken into five target segments - preference will be given to businesses that are financially and operationally capable of delivering products and services that deliver on the intended uses, with a focus on locally manufactured products.

Expressions of interest may be considered as Tier 1 or Tier 2 opportunities as set out below:

**Tier 1** vendors are ranked on the following criteria:

- Full season partner: tentatively scheduled as May 22, 2024 to November 6, 2024 (dates subject to change)
- Set location in a modified shipping container

**Tier 2** vendors are based on the following criteria:

- Less than full season partner
- Pop-up, experiential, promotional opportunities in flex locations

Proponents may submit an expression of interest for Tier 1, 2 or a combined package of both.

**Targeted Product and Service Segments – for illustrative purposes only, not exclusive and should be considered directional.**

<b>Segments</b>	<b>Local Products and Services</b>	<b>National Retail Brands</b>	<b>Services</b>	<b>Local Art &amp; Tourist Items</b>	<b>Food &amp; Beverage</b>
Product and Service Examples	Wearables and apparel	Canadian iconic wearables and apparel	Mini-spa / Brow Bar / Nails	Galleries	Food Truck Operators
	Footwear		Tattoo Parlor	Crafters	Bar Operations Partners
	Soaps, oils & lotions	Footwear	Mobile rentals (bikes/e-scooters etc.)	Tourist items	Beverage Suppliers
	Packaged food and baked goods	Jewelry	Yoga Studio	Jewelry	Desserts / Sweets
	Pet products	Pharmacy	Barber / salon	Info & Destination	Quick-serve restaurant

**Property Disposition** Non-transferrable, non-exclusive license

**Responsibilities:** For additional clarity, the proponent is required to carry and pay appropriate insurance, maintenance, and any applicable taxes as further described in section 13 below. The proponent will be responsible for all normal expenses of ownership, and responsible for day-to-day management requirements.



**Condition of Space** Shell condition. See attached Exhibit B, for information only, actual conditions may vary.

**Improvements** AREA 506 will construct common area restrooms and will provide each container space with hookups for electrical access. Each 20-foot container space will be furnished with one garage door, one person-door, and one finished wall appropriate for retail fixtures.

### **3.0 How to Submit an Expression of Interest**

Expressions of interest for this space will be accepted on an ongoing basis until filled. Please address the elements in **Exhibit C** of this RFEI and send proposals to:

By Email:

To: goods@area506.ca

Subject Line: Container Village RFEI Submission

By Mail:

AREA 506 Waterfront Container Village

133 Prince William St. Suite 601

Saint John, NB

E2L 2B4

### **4.0 License Agreement**

All expressions of interest must utilize the Submission Form (Exhibit C) which contains the questions relating to the proponent's organization, personnel, and experience that would substantiate its qualification and capabilities to perform the services required by the scope of the RFEI.

Only those proponents deemed appropriate by AREA 506, in its sole and absolute discretion, will be contacted follow submission of the expression of interest. Successful proponents will be contacted pursuant to the below item 11 – Negotiations.

### **5.0 License Term**

It is anticipated that, if negotiated, the license opportunity will be for the 2024 season beginning Spring 2024 and ending Fall 2024. Extended license or lease agreements will be discussed following the 2024 season for subsequent years and may, or may not, be negotiated beyond single-year agreements.

### **6.0 License Fee**

The license fee will be determined by the outcome of the negotiations, and should be included within the proponent's submission. The elements of the license fee will include an agreed upon fee per square foot and may include a percentage of revenue.



Shared vendor costs (site maintenance, taxes, marketing costs, storage, incremental power requirements, water access or any other agreed-to costs) will be discussed as part of the negotiation process.

### **7.0 Payment Schedule**

In the event that negotiations are concluded and the parties enter into a license agreement, an initial deposit payment will be due upon signing. Subsequent monthly payments will be due at the first of each month and will be automatically withdrawn from the licensee's bank account.

Detailed payment schedules will be provided as part of the final license agreement.

Late or declined payments will be subject to a 1.5% fee per month and can result, at the discretion of AREA 506, in removal from the vendor village.

### **8.0 Rental Concession**

Construction of all improvements including but not limited to leveling of floor, wall treatments, HVAC units, electrical subpanel, wiring, meters and other utilities will be at the **proponent's sole cost** and require formal approval from AREA 506. Any such improvements must meet LEED Tenant Improvement standards as well as all applicable regulations and codes.

AREA 506 does not have available Improvement funds to offer proposed licensees at this time, however, depending on the level of capital improvement proposed by selected proponents, a cost sharing arrangement may be explored.

### **9.0 Site Visit**

Inquiries can be made to [goods@area506.ca](mailto:goods@area506.ca) to arrange a site visit of the property.

### **10.0 Hours of Operation**

Tentative hours of operation for retail vendors are as follows:

Wednesday through Sunday: 11AM – 7PM

Monday & Tuesday: Closed

Cruise Ship Days: Extended hours to be open on all cruise ship days, correlative to schedule.

This schedule is subject to change and will include input from the AREA 506 partnership network.

### **11.0 Negotiations**

An Evaluation Committee will review all proposals. Respondents who submit a proposal in response to this Request for Expressions of Interest may be required to give a formal presentation to the Committee. This will provide an opportunity for the proponent to clarify or elaborate on the expression of interest.



The following criteria, not necessarily listed in order of importance, will be used to evaluate expressions of interest. AREA 506 reserves the right to weigh its evaluation criteria in any manner it deems appropriate, in its sole and absolute discretion.

- a) Thoroughness and completeness of proposal; responsiveness to RFEI requirements.
- b) Uniqueness and differentiation of product offerings, as well as applicability to the list of target product and service categories
- c) The scope, extent, applicability, and quality of proponent's experience.
- d) Financial resources, history, and references of the proponent as well as the feasibility of the proposal.
- e) Financial and managerial capacity of the proponent to accomplish and maintain all aspects of the operation including initial fit-out of the vendor space.
- f) Compatibility of proposed operation with the surrounding uses and local community.
- g) Competitiveness, appropriateness, feasibility of the negotiated license fee.
- h) Evaluation of professional qualifications, and personal background of the individuals involved in the operation.

### **11.1 Successful Proponents**

Although AREA 506 is under no obligation or commitment whatsoever to do so, it is its intention to enter into license agreements with proponents who are deemed appropriate by AREA 506 in its sole and absolute discretion. AREA 506 expressly reserves the right to:

- i. Reject any or all of the expressions of interest, or any part of an expression of interest;
- ii. Revise the scope of eligible services or the site by issuing addenda and by asking certain proponents to re-submit all or part of their expressions of interest; and
- iii. Terminate this Request for Expressions of Interest at any time.

The selection of proponents will be made in writing. Successful proponents and AREA 506 will enter into negotiations to finalize a license agreement. The final license agreement will be substantially in AREA 506's standard form.

If either AREA 506 or a proponent determines, in their sole and absolute discretion, that negotiation with respect to the license agreement have failed, then either party may terminate the negotiations.

### **12.0 Costs and Liability**

Proponents shall bear all costs associated with submitting the proposal. AREA 506 does not pay finder's fees or commissions for opportunities arising under this RFEI. Any such compensation must be negotiated between the proponent and the proponent's agent or broker, if any.



By submitting an expression of interest, proponents agree that AREA 506 and its representatives shall not be liable to a proponent for any claim, action, costs, losses, damages or liability whatsoever arising from the exercise of AREA 506 of any of its rights under this Request for Expressions of Interest, including the rejection of any or all proponents, the disqualification of a proponent, the evaluation of a proponent, the answer to any questions, the conduct of any negotiations in respect of any proponent, the selection of a proponent, the decision to issue addenda, the decision to waive or not waive any requirements of this Request for Expression of Interest or its decision to cancel this Request for Expression of Interest.

### **13.0 Statement of Rights and Understanding**

AREA 506 reserves, and may in its sole discretion, exercise the following rights and options with respect to this Request for Expressions of Interest:

- a) to accept, reject or negotiate modifications to any and all proposals as it shall, in its sole discretion, deem to be in its best interest; submission of an RFEI does not bind AREA 506 to any action or to any party. Submissions do not create or assume any relationship, agency or obligation by AREA 506, its board or employees.
- b) to issue additional solicitations for proposals and/or addenda to the RFEI;
- c) to award a license to the proponent(s) AREA 506 has determined to be most responsive, who has submitted a complete proposal which meets the specifications and requirements which are deemed by AREA 506 most advantageous to and in the best interest of the Waterfront Container Village;
- d) to negotiate with any one or more of the proponents;
- e) to waive any irregularities in any proposal;
- f) to select any proposal as the basis for negotiation of a license agreement, and to negotiate with proponents for amendment or other modifications to their proposals;
- g) to conduct investigations with respect to the qualification of each proponent;
- h) to obtain additional information deemed necessary to determine the ability of the proponent.
- i) to carry out the proponent's obligations pursuant to the license agreement. This includes information needed to evaluate the experience and financial capability of the proponent.

### **14.0 Minimum Qualification of Proponents**

Certain minimum qualifications have been established for proposals to be considered for a license agreement as described in this RFEI:

- a) Proponent shall have two or more years of continuous experience in the development, management, and operation of a high-quality business operation.
- b) Proponent must have demonstrated managerial, and staffing resources to maintain a high quality, successful operation.
- c) Proponent must have demonstrated financial capacity to finance improvements and operating costs for the project that it proposes.





### **15.0 Indemnification and Insurance**

If a proponent is selected, before beginning operations, it shall procure and maintain at its own expense for the duration of the license agreement, the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the possession, occupancy, operation and use of the licensed premises by the proponent, the proponent 's agents, representatives, employees or subcontractors.

- a) Comprehensive/Commercial General Liability of not less than \$5,000,000 per occurrence.
- b) Workers' Compensation and Employer's Liability.
- c) Property insurance against all of risks of loss to any licensee improvements and personal property at full replacement cost with no co-insurance penalty provision.
- d) Such other insurance as required by AREA 506

### **16.0 Independent Contractor**

Proponents that enter into license agreements will be acting in the wholly independent capacity and not as agents, employees, partners, or joint ventures of AREA 506.

### **17.0 Conflict of Interest**

The proponent is required to disclose any real, apparent or potential conflict of interest of which it is aware. If a conflict of interest is discovered, the proponent is required to withdraw from the process and/or terminate the license agreement.

### **18.0 Questions and Inquiries**

Inquiries and requests for clarification of the RFEI arising during the process or proposal preparation may be directed to:

[goods@area506.ca](mailto:goods@area506.ca)

Re: AREA 506 Container Village RFEI Question



**Attachments:**

EXHIBIT A1 & A2 - Conceptual Site Plans

EXHIBIT B - Retail Container Design

EXHIBIT C - Proposal Submission Form



Exhibit A1 - Conceptual Site Plan: Subject to change with enhancements

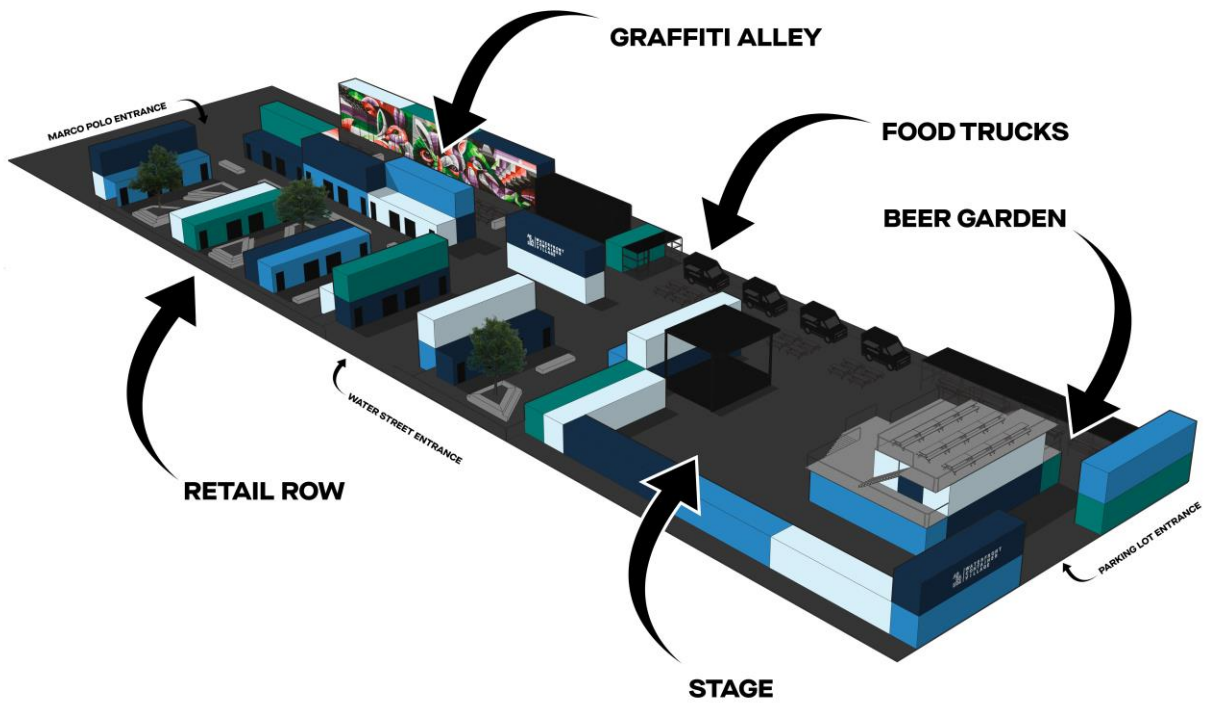


Exhibit A2 - Conceptual Site Plan – Subject to change with enhancements.

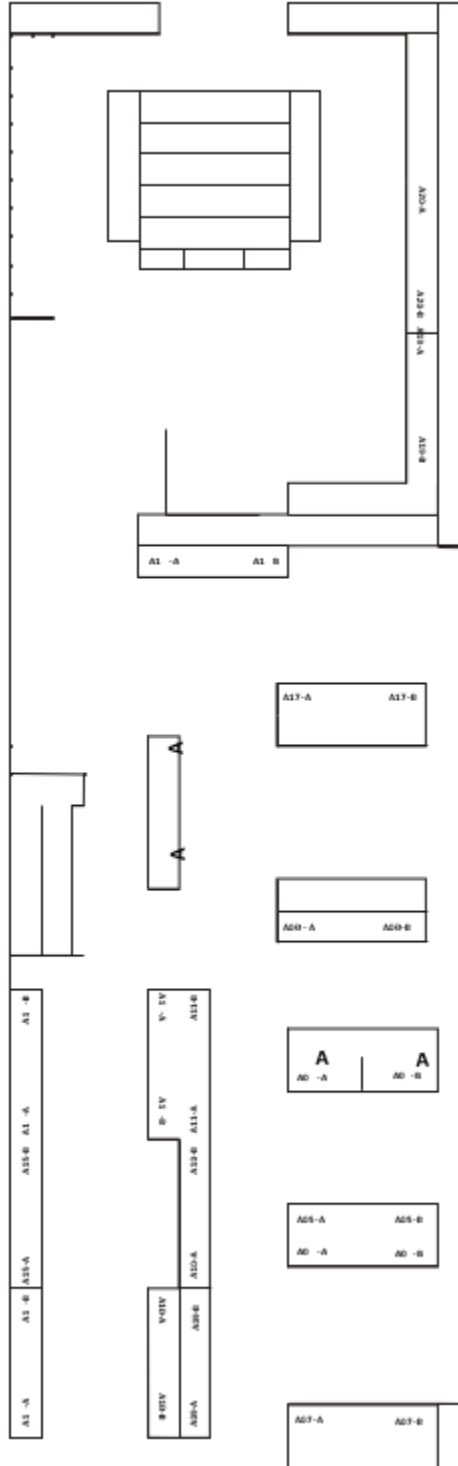


Exhibit B – Retail Container Design

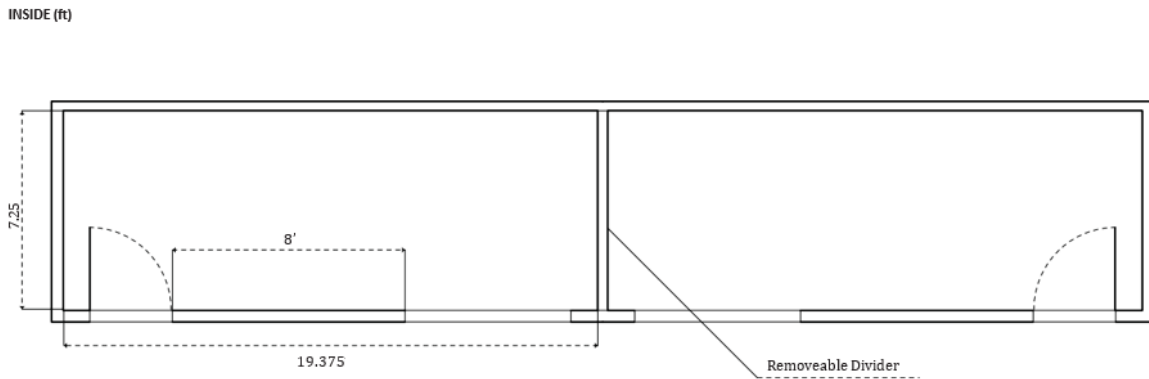
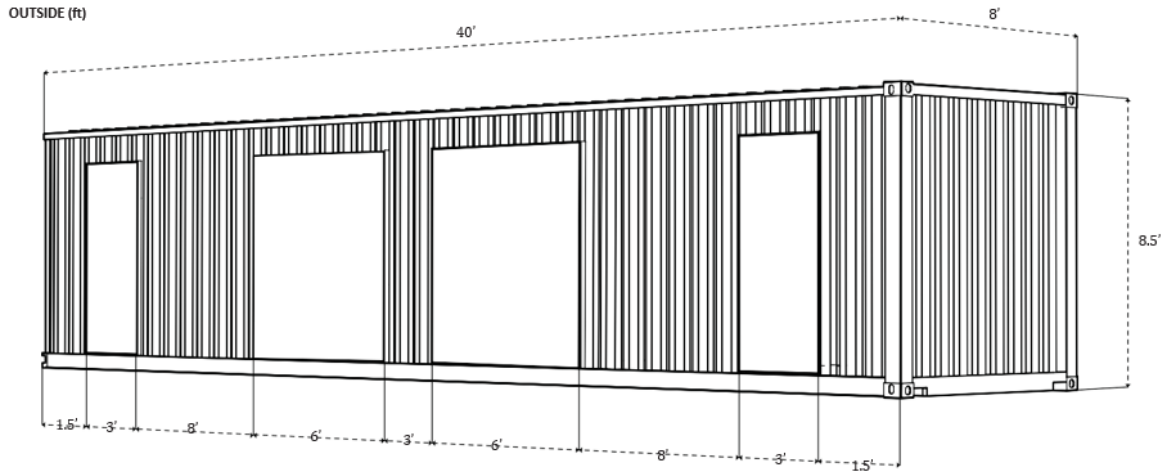




EXHIBIT C  
**PROPOSAL SUBMISSION FORM**

All proposals must include this Proposal Submission Form containing the questions relating to proponent's organization, personnel, experience, and concept that would substantiate its qualification and capabilities to perform the services required by the scope of the RFEI.

In filling out this Submission Form proponent may:

(1) replicate this format, or (2) utilize this format and fill in the appropriate information, attaching extra pages when additional space is needed.

**SECTION ONE**

**GENERAL INFORMATION**

1. Company Name:
2. Type of Organization:  
(Individual / Corporation / Partnership / Non-Profit / Other - Explain)
3. Authorized Representative Name:
4. Authorized Representative Title:
5. Address of Company:
  - a. Street:
  - b. City
  - c. Province
  - d. Postal Code:
6. Telephone Number:
7. Email address:
8. Website:
9. Social Properties:

**Credit/Bank References**

Please provide bank, lender or other financial institution references that can furnish AREA 506 with information regarding organization's or individual's accounts and credit history. Include contact names and phone numbers.

1. Financial Institution:
2. Contact Name:
3. Telephone Number:

Note: AREA 506 will NOT reach out to any bank or credit reference without first discussing with the proponent.

## **SECTION TWO**

### **SUGGESTED ELEMENTS OF PROPOSAL**

- A) Statement of Interest: this letter should provide a statement of interest highlighting the proponent's qualifications, experience, and its understanding of the elements of this opportunity.
- B) Experience: Provide an account and description of the proponent's experience including specific role and accomplishments, dates, size, type of operation. Company brochure, annual report, photographs of existing retail locations, or similar material, if available.
- C) Concept and Operation: Provide a detailed description of the type of operation you propose including a detailed list of items to be sold. Please provide specifics on uniqueness of product offerings and any thoughts or requirements for exclusivity, or preferred placement within the conceptual site plan. If possible, please include a proposed design rendering and/or floor plan illustrating your concept.
- D) Proposed Licensee Fee and Term: Proponent shall be expected to pay a license fee to be specified in the proposal. Please describe in detail the proposed license rate and length of term for the proposed operation.
- E) Improvements and intended capital investments: Provide a description including estimated amount of all proposed physical enhancements for the space, equipment and other investments that are intended, and the timeframe for making those improvements.
- F) Please provide any comments and/or additional suggestion for consideration by AREA 506

### **Expressions of Interest may be delivered by mail or by email**

#### **Email**

goods@area506.ca  
Subject Line: AREA 506 Container Village RFEI Submission

#### **By Mail**

AREA 506 Port Project Division  
133 Prince William St. Suite 601  
Saint John, NB  
E2L 2B4