



## REQUEST FOR PROPOSALS

For the Operation of Food and Beverage and Special Events at  
Rivers Edge Grill, Grand Falls-Windsor, NL

### *A Rare and Unique Opportunity*

Environment Resources Management Association (“ERMA”) seeks an entrepreneurial restaurateur, caterer, or restaurant group to:

- 1) Operate an existing seasonal restaurant Rivers Edge Grill
- 2) NEW special events management and catering at the Rivers Edge Grill

ISSUE DATE: Wednesday, April 21, 2021

INFORMATION SESSION & SITE VISIT: Thursday, April 29, 2021  
9:00 AM to 12:00 PM  
Meet at Rivers Edge Grill  
100 Taylor Road  
Grand Falls-Windsor, NL  
A2A 1P7  
Contact: [executivedirector@erma.ca](mailto:executivedirector@erma.ca)

QUESTIONS: Due by Thursday, May 6, 2021, 16:00 NST

PROPOSAL DUE DATE: Wednesday, May 12, 2021, 16:00 NST

INTERVIEWS: Tuesday, May 18, 2021

VENDOR SELECTION AND CONTRACT EXECUTION: May 26, 2021



## Summary of Business Opportunity

### 1. Required Services and Locations

Required Services	Location
Operate and Manage Daily Food and Beverage Service	Rivers Edge Grill
Special Events Management and Catering	Rivers Edge Grill

### 2. Gross Revenues from restaurant 2015-2018

	Gross Revenues	Seasonally	# of Bus Tours
<b>4-year average</b>	<b>\$ 102,802.00</b>		
<b>2018</b>	<b>\$ 115,030.00</b>	<b>June 11 - Sept 3</b>	<b>40</b>
<b>2017</b>	<b>\$ 106,149.00</b>	<b>June 15 - Sept 9</b>	<b>40</b>
<b>2016</b>	<b>\$ 86,109.00</b>	<b>June 16 - Sept 5</b>	<b>40</b>
<b>2015</b>	<b>\$103,920.00</b>	<b>June 12 – Sept 7</b>	<b>43</b>

In 2019 there were major fire and safety renovations completed to the kitchen that produced a shorter than normal operating season. Business was conducted in 2020, however due to the world health pandemic COVID-19 the operating season was only five weeks.

### 3. Term of Contract

ERMA is seeking a vendor for a minimum of **two (2) years with an option at the discretion of Environment Resources Management Association for an additional three (3) years for a potential of five (5) total years.** At any time after the first season (2021), Environment Resources Management Association reserves the right at its discretion to renegotiate an extension for all or some components of the contracted services.



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## **1.0 SECTION ONE – A RARE AND UNIQUE OPPORTUNITY**

### **1.1 Summary of the Request for Proposals**

A visit to the Salmonid Interpretation Centre is an iconic Exploits Valley experience. Environment Resources Management Association (ERMA) a non-profit seeks an entrepreneurial restaurateur, caterer, or restaurant group to operate an existing seasonal restaurant and to launch new special events catering business/function at Rivers Edge Grill, 100 Taylor Road, Grand Falls-Windsor, Newfoundland and Labrador.

This request offers not only a rare and unique business opportunity, but a chance to align your business with an existing iconic tourism attraction to provide a first-class visitor experience on the Exploits River, and to assist ERMA in raising funds towards enhancement, protection and expansion of public access to the remarkable resources of the Exploits River and Atlantic salmon conservation.

The primary service requested of the vendor is operating in partnership with ERMA a successful and profitable seasonal restaurant and special event catering function at Rivers Edge Grill. For the four-year period: 2015-2018, the restaurant generated an average of \$102,802.00 in gross revenues. In 2019 there were major fire and safety renovations completed to the kitchen that produced a shorter than normal operating season. Business was conducted in 2020, however due to the world health pandemic COVID-19 the operating season was only five weeks.

ERMA is committed to a partnership that provides an attractive business opportunity to a vendor who will make high-quality food service available for visitors/groups/ tour companies and generate revenues for re-investment into Salmonid operations.

The selected vendor will be the preferred vendor for all permitted special events at the Rivers Edge Grill and the Salmonid Interpretation Centre. ERMA will refer all requests for special events and group bookings to the selected vendor and will also assist the vendor in planning and permitting special and public events.

ERMA's priority is to find a vendor to provide all the requested services to ensure a consistent level of quality and to maximize operational efficiency and coordination.



## 1.2 Background

The Salmonid Interpretation Centre is operated by ERMA and has been in operation since 1992. The Centre is perfectly situated at the Grand Falls, adjacent to the largest river system in Newfoundland, the Exploits River. The Exploits River is the site of North America's largest Atlantic salmon enhancement program which resulted in increasing the annual runs of adult Atlantic salmon in the 1970's to where it is today, making it the largest producing river of Atlantic salmon in Newfoundland and the 2nd largest in North America.

The Salmonid Interpretation Centre is considered to be the cornerstone tourist attraction in the Exploits Region receiving an average of over 25,000 visitors annually. New to the Centre is a local exhibit by the Central Newfoundland Visual Arts Society (CNVAS) that is annually curated and themed to showcase Atlantic salmon, Grand Falls, the Exploits River, freshwater species, Indigenous culture and the Central valley area. The highlight of the Centre is the lower observation level where you enter an underwater river experience to view the "King of Fish" up close as it migrates upstream to its spawning habitat. Additionally, this lower level also hosts aquariums with Brook Trout, Sticklebacks, and live toads.

ERMA's unique history provides remarkable insights into Atlantic Salmon on the Exploits River and the measures being taken to ensure they have continued access to spawning areas. During the summer season ERMA's knowledgeable and passionate team members provide an educational and exceptional experience while guiding visitors through the Salmonid Interpretation Centre and the outside area of the fishway passage on the Exploits River.

The tourism potential of the site was quickly realized and enhanced. Over the years, landscaping, picnic sites, viewing platforms and amenities have been added. A snack bar /restaurant providing a "light menu" was added in 1992 and has been expanded several times. This was necessitated by the large numbers of group travellers and commercial tour companies that visit the site. Presently the restaurant, Rivers Edge Grill includes a licensed inside dining area and a licensed outdoor patio overlooking the Exploits River, the Grand Falls, the Salmonid Interpretation Center and the fishway. Major renovations in 2019 and 2020 to the kitchen area included new food preparation and cooking equipment and a new fire suppression exhaust hood. In addition to a freshly renovated dining area with seating capacity for 48 people inside and 48 people outside with table and chairs. For additional information on ERMA visit [www.erma.ca](http://www.erma.ca).



### **1.3 Term of Contract**

ERMA is seeking a vendor for a minimum of two (2) years with an option at the discretion of ERMA for an additional three (3) years for a potential of five (5) total years. At any time after the first season (2021), ERMA reserves the right at its own discretion to renegotiate an extension for all or some components of the contracted services.

### **1.4 Marketing Partnership**

ERMA expects that the selected vendor will develop and implement a robust marketing plan to attract visitors to Rivers Edge Grill and to generate special events clients, complementing the marketing efforts of ERMA's tourism operations Salmonid Interpretation Centre & Gift Shop and Sanger Memorial RV Park. All materials promoting Rivers Edge Grill and special events must be approved by ERMA prior to circulation and whenever possible should recognize and acknowledge ERMA. Use of ERMA logo in any promotional material or on site is allowed only with the prior express written permission of ERMA.

ERMA will view favorably proposals that demonstrate an awareness that the restaurant Rivers Edge Grill and special events are an integral part of the visitor experience to ERMA's tourism operations and that demonstrate a commitment to support the community. ERMA will require that the vendor share contact information for groups holding private events and individuals purchasing tickets for public events for future marketing purposes.

### **1.5 Financial Structure and Past Vendor Financial History 2015-2020**

In order to allow possible vendors, the flexibility to develop a creative product offering and service level, no specific financial structure is required for this opportunity. Instead, ERMA invites and expects proposers to submit a financial proposal appropriate for the successful and profitable operation of the services requested and that includes a financial contribution to ERMA, either in the form of a fixed payment, or a revenue share, or both. Proposals which do not include any contributions to ERMA will not be considered.

For the four-year period: 2015-2018 the revenue share generated for Rivers Edge Grill has averaged \$102,802.00. In 2019 there were major fire and safety renovations completed to the kitchen that produced a shorter than normal operating season. Business was conducted in 2020, however due to the world health pandemic COVID-19 the operating season was only five weeks with gross revenue generated \$43,841.00.





This business opportunity has potential for significant revenue growth in future years, and ERMA expects that the selected vendor will propose a financial structure that will generate increased revenues over time for ERMA.

Table 1 shows total gross revenues from the restaurant including special events, for each of the four years 2015-2018, and the average over the four years. For all special events permitted at Rivers Edge Grill the vendor will collect a fee for use of the site per a price schedule established annually and agreed upon mutually with ERMA. This special event fee will pass through the vendor to ERMA where it will be used to invest in amenities, services and/or Salmonid operations.

Table 1 Gross Revenues from restaurant 2015-2018

	<b>Gross Revenues</b>	<b>Seasonally</b>	<b># of Bus Tours</b>
<b>4-year average</b>	<b>\$ 102,802.00</b>		
<b>2018</b>	<b>\$ 115,030.00</b>	<b>June 11 - Sept 3</b>	<b>40</b>
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<b>2015</b>	<b>\$103,920.00</b>	<b>June 12 – Sept 7</b>	<b>43</b>

## **SECTION 2 - Services Requested at Rivers Edge Grill**

### **2.1 Background and Summary of Services Requested**

The Salmonid Interpretation Centre is the most visited seasonal attraction in the Exploits Valley area. Operational from early-June to late-September with the opportunity to expand into the shoulder visitor season. The Salmonid Interpretation Centre receives about 25,000 visitors annually with a demographic visitation mix of returning residents, non-residents and commercial bus tours. Rivers Edge Grill is found at the same site location as the Salmonid Interpretation Centre, approximately 5 minutes from downtown Grand Falls-Windsor and one hour west of Gander international airport, offering a unique Atlantic salmon conservation experience. Having a main attraction adjacent to Rivers Edge Grill is greatly beneficial for attracting new customers and building on the existing local clientele. Rivers Edge Grill is the only licensed outdoor eating area with such a unique setting overlooking the Exploits River.



### Required Services and Locations

Required Services	Location
Operate and Manage Daily Food and Beverage Service	Rivers Edge Grill, 100 Taylor Road, Grand Falls-Windsor, NL
Special Events Management and Catering	Rivers Edge Grill, 100 Taylor Road, Grand Falls-Windsor, NL

The operator will be expected to provide high quality, fresh, healthy, family-friendly and attractive food choices with a menu compatible with the available kitchen facilities, and to provide a fast and convenient service to the public. Respondents are encouraged to propose creative approaches to menu design and pricing and will be expected to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in detail in your proposal. Due to COVID-19 and its effects on the food and beverage service it is important to outline in your proposal additional service mechanisms to offset the possibilities of disruption in dining service due to provincial public health restrictions.



*Rivers Edge Grill Outside Patio*



*Drone shot of Rivers Edge Grill & Salmonid Interpretation Centre*

The special events business is expected to include both events open to the public, such as the successful Open Host event as part of the Annual Exploits Valley Salmon Festival and to provide memorable corporate or family events such as weddings, at a variety of cost ranges. ERMA welcomes corporate or private events as they can help generate revenues, but also want to see the operator offer events accessible to families or non-profit organizations who wish to have a memorable experience at a unique location. Due to COVID-19 and its effects on the food and beverage service it is important to outline in your proposal service mechanisms to offset the possibilities of reduction in group capacity size due to provincial public health restrictions.

## **2.2 Transportation of staff, equipment and supplies**

The selected operator will be responsible for procuring and paying for all transportation for staff, equipment and supplies for their operations at Rivers Edge Grill.

## **2.3 Season and Operations Calendar**

Rivers Edge Grill season of operation aligns with the Salmonid Interpretation Centre to ensure continuity for visitors. In 2021 the Salmonid Interpretation Centre will open for the spring season on Friday, June 18, 2021. The summer season and hours will begin on Friday June 25, 2021 and last through Labour Day, September 6, 2021. The fall season and hours of operation will run from Tuesday, September 7, 2021 through September 26, 2021. Due to COVID-19 in 2020 hours of operation were reflective of a resident market.

Rivers Edge Grill is expected to be open at a minimum of five days a week and on weekends and holidays and/or for special groups requesting food service.



## **2.4 Environment Resources Management Association's Operations**

Salmonid Interpretation Centre & Gift Shop, and River Edge Grill facilities are owned and managed by ERMA. The selected operator will be under contract to ERMA to provide services, but as the property owner, ERMA has ultimate authority on all operations. ERMA will work jointly with the operator to plan services at Rivers Edge Grill. ERMA team members are the primary contact for resolving day-to-day operational concerns with the Salmonid Interpretation Centre & Gift Shop and to ensure coordination and integration with operations and the needs of the public visiting the Salmonid Interpretation Centre & Gift Shop.

## **2.5 Rivers Edge Facilities and Operations**

A general description of the Salmonid Interpretation Centre & Gift Shop, Rivers Edge Grill and Sanger Memorial RV Park can be found here are [www.erma.ca](http://www.erma.ca). Please note a new website will be launched beginning of May 2021.

## **2.6 Daily Rivers Edge Grill Objectives and Requirements**

### 2.6.1 Objectives

Quality food service is an important part of the visitor's experience. The vendor will be expected to provide high quality, fresh, healthy, family-friendly and attractive choices with a menu compatible with the available kitchen facilities, and to provide a fast and convenient service to the public. Menus from 2020 are included as Attachment C.

Respondents are encouraged to propose creative approaches to menu design and pricing and will be expected to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons.

Due to COVID-19 the flow of patrons has been restricted with "reservations preferred" in order to ensure availability and this service mechanism has proven successful. However, there are often surges of guests to Rivers Edge Grill at peak times lunch and dinner hours, and on favorable weather days the outside patio area is extremely popular. ERMA would expect a target of waiting times of no longer than 30 minutes for food service. Vendors are encouraged to illustrate how their menu, staffing, point of sale systems and COVID-19 cleaning standards will facilitate fast efficient service for patrons.

ERMA works closely with school and community groups encouraging participation in our Salmonid operations and visitation to the Salmonid Interpretation Centre. In addition, bus tour companies are attracted to the Salmonid Interpretation Centre for a unique Atlantic salmon



educational experience not provided elsewhere in the province and for scheduling simplicity will also avail of the food and beverage service offered at the Rivers Edge Grill. All of these groups are large in number, require a fixed lunch menu option delivered in a fast-efficient manner. ERMA strongly suggest a proposal that includes a low-cost lunch option made available for youth and community groups to help us make their visits affordable. As well as the addition of unique local culinary lunch experience for bus tour groups.

### 2.6.2 Daily Operating Hours for Rivers Edge Grill

The vendor is expected to have the Rivers Edge Grill open to the public at a minimum five days a week with hours of operation a minimum from 11:00 to 20:00. Changes to the hours during the season require ERMA approval in advance. The vendor will have access to a database of bus groups, special events, school groups, etc. to assist in meeting demand. Rivers Edge Grill can close or open late due to weather or other factors only with the approval of ERMA .

Rivers Edge Grill service usually aligns with the operational season of Salmonid Interpretation Centre which is scheduled for June 18, 2021 to September 30, 2021. Opening date for 2021 is negotiable considering the operational requirements of start up, however it must be open by June 29, 2021 and continue through to September 30, 2021 or longer if the business warrants.

### 2.6.3 Staffing Rivers Edge Grill

The successful operator will employ a Food and Beverage Manager who will oversee the operations and employ the necessary personnel to conduct operational hours at Rivers Edge Grill, and to have sufficient staff to move goods at the time of any food or equipment deliveries.

All Rivers Edge Grill employees are employees of the Food and Beverage Manager and not ERMA. The Food and Beverage Manager shall at all times be an independent contractor. No agent, servant, or employee of the Food and Beverage Manager shall under any circumstances be deemed an agent, servant, or employee of ERMA.

Accurate records must be kept of the names, addresses and other legal identification to assure proper identification and legal working status of employees at any time required by ERMA. Upon request by ERMA , the Food and Beverage Manager shall immediately dismiss from Rivers Edge Grill, any employee deemed unsuitable for any reason by ERMA . Any employee so dismissed shall never again be employed at Rivers Edge Grill without the prior written consent of ERMA.



Food and Beverage Manager's on-site management shall have no job-related responsibilities at other venues and will have a full-time office at Rivers Edge Grill.

Service NL standards and training of all Rivers Edge Grill employees is the responsibility of the operator. Food and Beverage Manager must conduct regularly scheduled training sessions, throughout the year, for all personnel, including part-time and casual personnel in regular contact with customers. At a minimum, the training will consist of Customer Service, Alcohol Awareness, COVID-19 Safety and Skills Training. In addition, training should include Environmental Sustainability, Safety/Risk Management, and HACCP Training.

Rivers Edge Grill is expected to be staffed with a minimum of three employees during operating hours. Food and Beverage Manager's employees shall be at all times neatly and cleanly uniformed in approved ERMA uniforms. Uniforms will be branded with ERMA logo, supplied by the contractor and must meet grooming guidelines and appearance standards prescribed for the Food and Beverage Industry in the province of Newfoundland and Labrador.

## **2.7 Special Event Management Objectives and Requirements**

### 2.7.1 Description and Objectives

Managing and catering special events at the Rivers Edge Grill is a truly unique business opportunity. The remarkable views of the Grand Falls and the Exploits River combined with the secluded settings present a magical place for a corporate or family event. ERMA are committed to providing an opportunity for a successful business undertaking that is in keeping with the ethos of conservation and respects that the grounds during the day remains open to the public. There is significant growth potential in this business.

In recent seasons ERMA has hosted events ranging from community group breakfasts, business lunch events and corporate dinner events with grilling menus.

In no event shall the Rivers Edge Grill seating areas be closed or inaccessible to the public for special events during the operational hours unless such activities are specifically approved or sponsored by ERMA and such a closure has been announced to the public at least two weeks in advance of such activities or events.

The vendor will be required to make arrangements to supply all necessary items for special events (such as additional tenting, tables, chairs, etc.) and to provide quality food and alcohol service for the event in a manner that does not interfere with Salmonid Interpretation & Gift



Shop operations. The vendor will be responsible for its own billing to the client. All revenue generated through such special events must be reported to ERMA as gross receipts.

The selected vendor will be the preferred vendor for all permitted special events at the Rivers Edge Grill and Salmonid Interpretation Centre and ERMA will refer all requests for special events to the selected vendor and will assist the vendor in planning and permitting special and public events.

The vendor will be responsible for the clean-up of the event sites where it provides any services or events. The site will be expected to be returned to its original clean condition within two hours of the close of the event.

ERMA reserves the right to host a number of annual events at the premises, including benefits and other non-profit or public events, that will have priority for the use of event spaces at Rivers Edge Grill. The dates of such events shall be mutually agreed upon by both parties and shall be reserved in writing not less than one month in advance. It is hoped and anticipated that the selected vendor will support these activities that raise funds for ERMA to re-invest in the salmonid operations.

#### 2.7.2 Concept and Menu

Proposers are requested to submit a description of the variety and types of events that they envision offering, sample menus at a variety of price points, and the name under which special events would be marketed.

In line with minimizing waste and following green initiatives all catering events will utilize and be priced with permanent small wares, dishes, glassware and place settings.

When possible, the vendor is to identify and use local products and/or services.

#### **2.8 Permits and Licenses**

The vendor shall be responsible for meeting all applicable requirements of law, including health and safety codes and regulations related to food service, public safety, the sales, service and consumption of alcohol, and any other vendor activities at Rivers Edge Grill. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation.

The vendor shall be responsible for obtaining and maintaining all necessary permits from local, provincial or national authorities. ERMA facilities are subject to unannounced inspections from the provincial department of Public Health and the vendor can expect to be inspected at least once every operating season.



All food and beverages prepared and served at Rivers Edge Grill shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served. The vendor is responsible for timely correction of any issues at the food service at Rivers Edge Grill.

The vendor is encouraged to work with local not-for-profit organizations, such as food banks to reduce product waste.

## **2.9 Equipment, Supplies and Storage**

### **2.9.1 Food Preparation Equipment**

ERMA owns the existing restaurant equipment (a list of existing equipment will be provided at the site visit). The vendor is expected to use the equipment and premises in a responsible fashion and is responsible for required routine maintenance and for repairs due to normal wear and tear. If the premises or equipment are damaged through misuse or error, timely repair or replacement is the responsibility of the vendor. The vendor shall be responsible for the purchase, transport, installation and maintenance of any and all required equipment for food storage and preparation beyond what is provided by ERMA as identified during the site visit.

ERMA and its partners are dedicated to supporting “green” operations wherever possible. Reduce, reuse and recycle are standards. Toward this end, the vendor is required to use reusable, recyclable or recycled items whenever possible.

### **2.9.2 Storage of equipment and supplies**

The vendor shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation. The vendor shall not store any equipment or supplies at the premises without the prior approval of ERMA. No item shall be placed upon any public space, including the ground adjacent to the premises without ERMA’s prior approval. The vendor will be required to safely store all outdoor equipment on a nightly basis and anytime Rivers Edge Grill is closed.

### **2.9.3 Tables and Chairs**

The existing tables and chairs in Rivers Edge Grill are available to the vendor for use for the restaurant and for special events and may be supplemented by the vendor through purchase or rental from a reputable vendor with approval of ERMA. .

## **2.10 Sales, Service and Consumption of Alcohol**

All licenses and permits required for the sale of Alcoholic Beverages at Rivers Edge Grill shall be held in the name of ERMA. The vendor shall keep the permits in full force and effect and





neither party shall take any action which would impair ERMA's ability to hold the permits. ERMA shall prepare, file, and process all applications for renewal of the permits.

Alcoholic beverages are to be offered for sale by the vendor to the extent permitted by applicable laws, and subject to regulations. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Event Facilities, shall be the sole responsibility of the vendor. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the vendor.

Required sales and services of alcohol at Rivers Edge Grill include, but are not limited to:

- All alcohol must be served by age appropriate vendor employees.
- Alcohol may be served no earlier than 10:00am and no later than 12:00am.
- Alcohol sales at Rivers Edge Grill are limited to wine and beer.
- All alcohol consumption must be contained to designated areas. Customers are not allowed to leave the designated areas with any alcoholic beverages. The vendor must employ staff necessary to ensure that alcohol consumption remains within these areas.
- Responsible consumption of alcohol is allowed, however unruly behavior will be grounds for ceasing alcohol service at any event.
- The consumption of alcohol is only permitted as an accompaniment to food service.
- Vendor is responsible for displaying "No Alcohol Beyond This Point" signs provided by ERMA during all special events.

### **2.11 Waste Management**

The vendor will be responsible for the cleaning and upkeep of all daily Rivers Edge Grill areas and special event spaces during the day and at the close of operating hours each day. The vendor will be responsible for collecting trash from Rivers Edge Grill throughout the day and at closing and transferring it to dumpsters provided by ERMA. The vendor is responsible for complying with all recycling and sustainability policies and procedures of appropriate governmental bodies.

### **2.12 Utilities**

The vendor will be responsible for payment of relevant utility bills at Rivers Edge Grill. The vendor is responsible for the cost of propane to service Rivers Edge Grill.

The cost electricity, gas, telephone, internet and data service will be paid for by ERMA and the vendor will be billed at market rate for this service.

The vendor will utilize prudent energy management.



The cost to repair or replace any utility service or lines due to the vendor's negligence shall be the vendor's sole expense and not charged as a Direct Operating Cost. Sewer lines shall be self-maintained with all precautionary measures necessary to assure that grease is not discharged into the sewers to the satisfaction of ERMA.

ERMA shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, ERMA shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

ERMA shall not be responsible for any goods, merchandise or equipment stored at Rivers Edge Grill nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

### **2.13 Capital Improvements**

ERMA will consider proposals from the vendor for reasonable capital improvements to Rivers Edge Grill facilities which are conducive to the enhancement and increased revenue or to facilitate a better visitor experience and undertaken at the vendor's expense. Award of the contract does not indicate approval of any proposed improvements. Any capital improvements will require the approval of the ERMA. Proposers should provide a narrative description of any proposed capital improvements with their proposals.

## **SECTION 3 – The Proposal Process**

### **3.1 Project Manager Contact Information**

The Project Manager at ERMA for this RFP is Kimberley Thompson. All questions regarding this RFP should be directed to Ms. Thompson by email at [executivedirector@erma.ca](mailto:executivedirector@erma.ca)

### **3.2 Proposal Schedule and SITE VISIT**

#### 3.2.1 Schedule for Proposals

RFP ISSUE DATE: Wednesday, April 21<sup>st</sup>, 2021



INFORMATION SESSION & SITE VISIT: Thursday, April 29<sup>th</sup>, 2021  
9:00AM to 12:00 PM  
Meet at Rivers Edge Grill  
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INTERVIEWS: May 18<sup>th</sup>, 2021

VENDOR SELECTION AND CONTRACT EXECUTION: May 26<sup>th</sup>, 2021

### 3.2.2 Pre-Proposal Site Visit

There will be a site visit for all interested vendors on Thursday, April 29<sup>th</sup>, 2021. The site visit will commence at 9:00AM at the Rivers Edge Grill, 100 Taylor Road, Grand Falls-Windsor, NL.

This tour will take place rain or shine; only if there are extreme weather conditions that make travel unsafe will the site visit be cancelled and rescheduled.

### 3.2.3 Pre-registration Required for Site Visit

All interested potential respondents must pre-register for the site visit. To pre-register, please send an email to Kimberley Thompson [executivedirector@erma.ca](mailto:executivedirector@erma.ca) with a subject line *site visit registration* and content including the name of the company who will be submitting the bid, the name, email address and telephone number for the lead person participating in the site visit, and the names of all representatives who will be participating in the site visit.

### 3.2.4 Questions

If you have any questions about this RFP, please submit questions in writing via email by 4:00PM by Thursday, May 6<sup>th</sup>, 2021 to project manager Kimberley Thompson.

### 3.2.5 Interviews



The Selection Committee will be composed of representatives from ERMA. The Committee may decide to meet with certain proposers on Tuesday, May 18<sup>th</sup>, 2021. It is recommended that proposers keep this date available to meet with the Selection Committee.

### **3.3 Delivery of Proposals**

Due to health and safety considerations around COVID-19 only digital copies of the complete proposal will be accepted and must be sent electronically to [executivedirector@erma.ca](mailto:executivedirector@erma.ca) by **Wednesday, May 12<sup>th</sup>, 2021 at 4:00PM NST.**

The digital proposals in Microsoft Word Format or a PDF file. Illustrations may be included in one file format. All proposals should have a cover letter and be addressed to:

Kimberley Thompson, Project Manager  
PO Box 857  
Grand Falls-Windsor, NL  
A2A 2P7

### **3.4 Content and Form of Proposals**

Then proposal must include information in these categories:

- 1. Cover Letter**
- 2. Operating Experience**
- 3. Operations Plan(s)**
- 4. Management Plan(s);**
- 5. Concept and Marketing Plan;**
- 6. Financial Plan**

The Selection Committee will evaluate the proposals in each of these categories and will determine, in its sole discretion, which proposal best serves the overall interests of ERMA.

#### **3.4.1 Cover letter**

- Name and address of the Proposer and project contact person with address, telephone number, and email address.
- Summarize your understanding of the project.
- Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule.
- Indicate your acceptance of the requirements of this RFP.
- Provide a summary of the benefits you believe ERMA would receive from selecting your proposal.



### 3.4.2 Operating Experience

- Describe the proposer’s experience providing services similar to each of the components included in the proposal - daily food concession and special event management
- Indicate whether or not the proposer has ever partnered with a government agency or non-profit organization, and describe these experiences
- List and describe clients or locations within the last three years where you are operating or have operated services similar to those requested in this RFP
- Indicate if any agreement for such an operation was ever terminated prior to the term of a contract, and if so why? Indicate by appropriate citation all litigation (including status or results) between proposer and any and all operators or owners
- Attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer’s operational capabilities and financial sustainability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference’s experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.

### 3.4.3 Operations Plan

Provide an Operations Plan for the proposed services at Rivers Edge Grill your Operation Plan should include at a minimum:

- Your proposed menu offerings for the daily food concession and range of menus for bus tour groups, special events, including proposed prices
- Your internal control mechanisms for ensuring food safety and quality
- State whether you currently hold any licenses required for providing proposed food services and serving and/or sale of alcoholic beverages. If so, please list what licenses you currently hold.
- Your proposed point of sale system and how it will contribute to delivering fast and efficient service for patrons.
- Any specialized or additional equipment you propose using beyond what is provided.
- Proposed days and hours of operation for Rivers Edge Grill (note minimum requirements described in Part 2 of this RFP).
- Your plans for routine maintenance of equipment .
- Your plans for regular cleaning schedules for Rivers Edge Grill.
- How you would implement “green” elements into your operation.



#### 3.4.4 Management Plan

Management Plan should include at a minimum:

- The number of staff to be assigned during the days and hours required for Rivers Edge Grill.
- How will the service be managed?
- Who will be the primary point of contact for special event management?
- Who will be the point of contact for daily food concessions? If not the primary contact, who will be the on-site contact(s) for each component of the service? If you need to hire additional or new staff for management and to be primary points of contact, describe the qualifications and experience you will be looking for.
- Resume(s) for key management staff

#### 3.4.5 Marketing Plan

Provide the Proposer's detailed marketing plan for soliciting and expanding the current Rivers Edge Grill business sales.

#### 3.4.6 Financial Plan

In order to allow proposers, the flexibility to develop a creative product offering and service level, no specific financial structure is required for this opportunity. Instead, Environment Resources Management Association asks that proposers submit a creative financial proposal deemed appropriate for the successful and profitable operation of the service(s) and that will generate revenues for Environment Resources Management Association to re-invest in its salmonid operations.

#### 3.4.7. Financial Capability

Please attach a description of proposer's financial status, which is sufficient to enable ERMA to evaluate the financial qualifications of proposer. The description should include but not be limited to:

- Bank References, including a letter of reference and the full name and address of bank, as well as the name and telephone number of the contact person.
- CRA clearance certificate
- Insurance References, including a letter of reference and the full name and address of the insurance company, as well as the name and telephone number of the contact person.



- Please describe the financial management structure (policies, procedures, etc.) of current business.
- Has proposer any present overdue indebtedness to any government unit or agency, or any outstanding claim or demand of indebtedness? If so, please specify.
- Has the proposer filed for bankruptcy within the last five years? If so, please describe current status.

### **3.5 Consideration of Proposals**

ERMA reserves the right to accept or to reject any or all proposals, to withdraw or amend this request for proposals at any time, to initiate negotiations with one or more proposers, to modify or amend with the consent of the proposer any proposal prior to acceptance, to waive any informality and to affect any agreement otherwise, all as ERMA in its sole judgment may deem to be in its best interest. However, proposers are also advised that ERMA has the option of selecting the proposer without conducting discussions or negotiations. Therefore, proposers should submit their best proposals initially, since discussions or negotiations may not take place.

ERMA will select the proposal that is most responsive to ERMA's needs based on (1) a demonstrated ability to successfully operate the requested services, (2) a thoughtful and thorough response to the criteria specified in this request for proposals; and (3) the proposal deemed to be in the best interest of ERMA.

By submitting a proposal, proposer agrees that if ERMA makes an award to the proposer, the proposer expects to enter into an agreement with ERMA. Certain portions of the final contract shall be completed in accordance with the terms of the successful proposal.

### **3.6 Execution of Agreement and Performance Bond**

The proposer to whom the contract is awarded, shall, execute and return to ERMA a contract within thirty (30) calendar days after award along with satisfactory evidence of required insurance coverage.

### **3.7 Information Provided**

The information contained in this RFP and in any subsequent addenda or related documents is provided as general information only. Efforts have been made to do so, however, ERMA makes no representations or warranties that the information contained herein is accurate, complete



or timely. The furnishing of such information by ERMA shall not create any obligation or liability whatsoever and each Respondent expressly agrees that it has not relied upon the foregoing information and shall not hold ERMA liable therefore.

### **3.8 Confidentiality and Public Records**

Any information provided to ERMA in any proposal or other written or oral communication between the respondent and ERMA will not be, or deemed to have been, proprietary or confidential, although ERMA will use reasonable efforts not to disclose such information to persons who are not employees or board members.

### **3.9 No Personal Liability**

Neither the members of ERMA nor any individual member, agent, or employee of ERMA shall be charged personally by the proposer with any liability under any term or provision of the RFP.

### **3.10 Selection Criteria**

Proposers are advised that ERMA intends to select the vendor that is the most responsive and responsible and will provide Rivers Edge Grill with the highest quality products, efficient services and highest revenue, based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified vendor to provide services for ERMA.

Selection criteria will be based on:

#### **Evaluation Criteria (100 Point Potential Score)**

Experience, Qualifications, and References (25 points) – including past performance relative to quality of work, ability to meet financial objectives, and success in achieving stated performance benchmarks

Quality of Management Team (20 points)

Operational Approach (15 Points)

Marketing and Sales Program (10 Points)





Proposed Financial Compensation (25 Points)

Financial Stability (5 Points)

In assigning scores, the evaluation team will consider the following factors, none of which will, standing alone, be conclusive:

- Creativity reflected in the proposal for unique operational plans, point of sale areas, menu, personnel training, uniforms, and related sales, marketing and promotional ideas.
- The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel.
- The Proposer's sustainability plan to locally source products and services, encourage the sale of organic products and pro-actively lead the proper environmental policies related to their operations.
- Proposer's financial condition, including ability to provide required performance bond.
- Proposer's projected financial return to Environment Resources Management Association.

Upon review of the proposals ERMA will score the proposals and may shortlist and interview the highest-ranking firms. Upon completion of the interviews the highest-ranking firm will then be asked to enter into contract with ERMA. ERMA reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed Proposers.

## SECTION 4 – Contract Requirements

### 4.1 Insurance Requirements

ERMA will require the Vendor to provide at its own cost commercial general liability insurance for bodily injury and property damage, including products/completed operations, in a combined single limit of \$1,000,000. ERMA must be listed as additional insured

ERMA will also require Workers Compensation and Employer's Liability Insurance in such amounts as may be required by law and other insurance and limits of liability as may be reasonably required by ERMA from time to time or such other insurance policies as may be required in the Agreement.

All of the furnishings, fixtures, equipment, effects, and property of every kind, nature and description of the vendor(s) shall be at the sole risk and hazard of the vendor and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, no part of said loss or damage is to be charged to or to be borne by ERMA provided, however, ERMA in no event be exonerated from any liability to the



vendor or to any other person for any injury, loss, damage, or liability directly and solely caused by the negligence or willful misconduct of ERMA or its employees or board members.

The vendor shall indemnify and hold ERMA harmless from and against all bills for labor performed and equipment, fixtures and materials furnished to vendor, and applicable sales taxes thereon as required by Newfoundland and Labrador law, and from and against any and all liens, bills, or claims therefore or against Rivers Edge Grill, or any element thereof, and from and against all losses, damage, costs, expenses, suits and claims whatsoever in connection with any repairs, additions, or alterations made by Vendor. The cost of all repairs and alterations shall be paid for in cash or its equivalent, so that Rivers Edge Grill shall at all times be free of liens for labor and materials supplied or claimed to have been supplied.

#### **4.2 Internal Controls**

Throughout the contract term, the vendor will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to ERMA. This revenue control system must maintain detailed sales information from each sales transaction by business source (daily concession, special events, bus tour groups). Specifically, sales information must be recorded electronically, via a point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. The concessionaire must also establish a dedicated bank account for all deposits related to this concession's revenue.

#### **4.3 Reporting Requirements**

The vendor will annually prepare and submit to ERMA, by November 15th of each year, an audited report for the prior preceding November through October period that details gross revenues for Rivers Edge Grill, for the special events, for the Salmonid operations and site rental fees collected, and expenses for management and operation of services. Monthly reports (non-audited) will be required by the 15th of every month during the season for the prior month.

ERMA shall have the right at reasonable times and upon reasonable notice to examine the books, records, and other compilations of data of vendor(s) which pertain to the performance of the provisions and requirements contained in this Request for Proposals. The vendor shall preserve all its accounting books and records pertaining to the contract for a period of three years following the termination

#### **4.4 On-Site Advertisements, Signage and Notices**



The vendor will be allowed to place approved signage on the exterior of the premises.

The display or placement of tobacco advertising shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted but the vendor may display signage approved by ERMA setting forth its offerings of alcoholic beverages. Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful, shall be prohibited. Advertising of product brands is prohibited without ERMA's prior written approval. Any prohibited material displayed or placed shall be immediately removed by vendor upon notice from ERMA at the vendor's sole cost and expense.

#### **4.5 Security**

Pursuant to a plan approved in writing by ERMA, the vendor, at its sole cost and expense, shall be responsible for all security at Rivers Edge Grill and events sites during hours of regular operation and during any events hosted by the vendor.