



**Request for Expressions of Interest
for a Food Hall Kiosk**



EXCITING OPPORTUNITIES ARE POPPING UP AT THE FORKS MARKET.

Over the course of the next year, The Forks will have opportunities available for creative, chef-led food concepts. To complement our current selection of restaurants and food kiosks, we're looking for unique concepts to fill locations in The Forks Market. We will only entertain Expressions of Interest (EOI) from applicants whose concepts are unique and whose products are diverse and high-quality. During the selection process, our committee of experts will give weighted consideration to owners who are also operators, to great menus with fair market prices, and to respondents whose brand story meshes with ours.

The Forks removes some of the barriers to entry encountered by many food entrepreneurs. Our approach is designed to help owner/operators incubate and develop creative concepts and business acumen in a low-risk, high-impact environment in Winnipeg's premiere attraction for locals and visitors alike. We have developed the spaces, we invest in and own the equipment, we have established a year-round meeting place. As such, our model is to be in partnership with our tenants. Rent is based on sales and the terms are short; leases are available for a three-year duration.

If you and your concept are a good fit, then The Forks Renewal Corporation (FRC) invites you to submit an EOI for the lease and operation of a food kiosk. Your submission should consider the following:

1. The facilities range in size from 130 to 700 square feet and are comprised of basic fixed kitchen equipment for a quick-service operation.
2. The Forks Market is open 364 days a year, hours vary throughout the year but at minimum are:
 - Sunday to Thursday 11am-9pm
 - Friday and Saturday 11am-10pm
 - Extended hours for special events
3. Rent is a % of gross sales (vs minimum rent, variable on space size) and includes: Operating Cost of Market (CAM), pest control, hydro, gas, water, exhaust cleaning, grease trap cleaning, equipment R&M, internet, monthly POS cost, dishware and scullery service

4. Proposals will be considered by an external committee of food and business experts with directed consideration of the following:
- a. Quality of product
 - b. Uniqueness of concept
 - c. Sample menu, pricing, and fit with existing tenants
 - d. Track record of proprietor
 - e. Alignment with the values of The Forks
 - f. Strength of marketing plan
 - g. Financial projections and capacity

Please address the criteria above by submitting a business plan in pdf format, no greater than five pages in length that includes the following:

- Explanation of concept, vision, values
- Sample menu with pricing
- Marketing plan
- Pro-forma income statements by quarter for your first year of operation, explain any assumptions
- Staffing plan with resume for each owner/shareholder and manager
- Operational plan including equipment list and approach to inventory

Expressions of Interest are due Friday, May 31. Please send your submission to leasing@theforks.com

Amelia Laidlaw
Manager, The Forks Market
The Forks North Portage





GENERAL TERMS & CONDITIONS FOR SUBMISSION OF PROPOSAL

All respondents should clearly understand, and by submitting an expression of interest, agree that any part of the proposal is subject to the following conditions, in addition to any other terms and conditions set out in this request for expressions of interest:

DISQUALIFICATION

No proposal will be considered which does not meet the mandatory requirements. No proposal will be considered from an applicant where The Forks Renewal Corporation (FRC), in its sole discretion, determines that a potential conflict of interest exists. No proposal will be considered that is in any way conditional or that proposes to impose conditions on FRC that are inconsistent with the requirements of this request for expressions of interest and the terms and conditions stipulated herein.

FRC reserves the right to reject any or all proposals; to select one or more Respondents; to void this request for expressions of interest and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experience; to waive informalities in the proposals and in the proposal process; and to negotiate with successful respondents; to reject any and/or all proposals for any reason, in the committee's sole discretion.

AWARD / REJECTION OF RFP

FRC reserves the right to award this RFP in whole or in part, in the best interests of FRC. The award of any contract may not result from this RFP, and FRC reserves the right to withdraw this RFP at any time, for any reason. FRC is under no obligation whatsoever to accept any proposal. FRC, in its entire discretion, may reject or accept all or any part of a proposal or any of the proposals submitted in response to this RFP. Any Proposal which is submitted in response to this RFP, and is accepted by FRC, shall not constitute a contract between the parties. The submission of a proposal, the receipt of a proposal by FRC and the opening of a proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a proposal. A proposal is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Respondent to FRC to carry out the provisions set out in this RFP. A proposal, or any part of a proposal, is not accepted unless FRC accepts it in writing and the written acceptance has been delivered to the selected Respondent. FRC reserves the right to waive deficiencies in any proposal. The decision as to whether a deficiency will be waived or will require that a proposal be rejected will be made by FRC, in its sole discretion. FRC reserves the right to request clarification in any proposal to enable FRC to determine whether the Respondent's proposal merits further consideration. FRC may request clarification where



any Respondent's intent is unclear, or may waive or request amendment where, in the opinion of FRC, there is a minor irregularity or omission in the information that is submitted. The right to clarify does not impose upon FRC a requirement to clarify any part of a proposal where the proposal is unclear or otherwise not acceptable in any aspect. FRC may, prior to and after awarding this RFP, negotiate changes to the scope of work, specifications, or any conditions with the successful Respondent without having any duty or obligation to advise any other Respondent. FRC shall have no liability to any other Respondent as a result of such negotiations or modifications. If there is any evidence of misleading or false information having been given by a Respondent, FRC may, in its sole discretion, reject its proposal. All decisions on the degree to which a proposal meets the stated criteria assigned to a Respondent or to part of a proposal will be determined solely by FRC. FRC determinations in this regard are final and may not be appealed by a Respondent. In the event of any conflict, inconsistency, or discrepancy in the contents of the original, the copies, and the soft copies of the Respondents' proposal, the contents of the original shall prevail. The award of any contract may not result from this RFP, and FRC reserves the right to withdraw this RFP at any time, for any reason. FRC is under no obligation whatsoever to accept any proposal.

RIGHT TO REISSUE RFP

FRC reserves the right to reissue the RFP where, in FRC's sole opinion, none of the proposals submitted in response to the RFP warrant acceptance or where it would be in the best interest of FRC to do so.

OWNERSHIP AND COST OF PROPOSAL

All proposals submitted become the property of FRC and will not be returned to the Respondent. All costs and expenses incurred by Respondents in the development, preparation, submission or presentation of proposals in response to this RFP will be borne by the Respondent. The selection of any proposal, the rejection of any or all proposals, the termination of this RFP process, or initiation of a new RFP process shall not render FRC liable to pay or reimburse any such costs or damages incurred by any Respondent or any partner or associate of such Respondent participating in this RFP process.

CONFIDENTIALITY

The contents of this RFP and all information, data, or material obtained by the Respondent in connection with this RFP process is the property of FRC and must not be used for any other purpose than replying to this RFP. Upon request by FRC, all such Information shall be returned to FRC, or the Respondent shall certify that the information, including copies and records thereof, is destroyed. All information, data, and material gained through the RFP process, is to remain strictly confidential. Respondents must not disclose this information, or any portion thereof, to anyone not specifically involved in the preparation of the Respondent's proposal. The Respondent shall not disclose any such information in whole or in part to anyone without the prior, express written consent of FRC. This obligation of each Respondent to maintain confidentiality shall survive the evaluation, selection/negotiation/rejection of their proposal and/or any resulting contract/agreement(s) to supply the requirements of the RFP



NEWS RELEASES

News releases in any form of media shall not be permitted with respect to the terms and conditions of, this RFP or any ensuing contract without prior written approval from FRC.

MULTIPLE PROPOSALS

Respondents may submit more than one proposal, or may be a sub-contractor or consultant listed in more than one proposal. However, it is FRC's preference for a party to only submit one proposal as the Respondent. Should a Respondent submit more than one proposal, each proposal shall be submitted as a separate package. Each proposal will be evaluated as a separate proposal, and each must meet the mandatory requirements of this RFP.

AMENDMENTS

A Respondent may amend or withdraw its proposal at any time prior to the Closing Time. No alteration to a proposal will be accepted after the Closing Time.

DECISIONS OF THE COMMITTEE

All decisions on the degree to which a proposal meets the stated criteria or the score assigned to a Respondent or to part of a proposal will be determined solely by The Committee. The Committee's determinations in this regard are final and may not be appealed by a Respondent.

FRC PREMISES

If a Respondent is awarded a contract that requires work to be performed on FRC premises or on premises under FRC control, the Respondent must comply with all reasonable directions and requests of FRC and with FRC work and safety rules, and must require its employees, agents, contractors and subcontractors to so comply. FRC has the right to exclude personnel from FRC premises who do not comply with such directions, requests or rules and, at FRC option, to terminate the contract if the Respondent or its employees, agents, contractors or subcontractors fail to comply with this provision.

GOVERNING LAW

This RFP shall be governed by, and construed in accordance with, the laws of the City of Winnipeg, the Province of Manitoba and the federal laws of Canada applicable therein. Any legal proceedings relating to the subject matter of this RFP shall be submitted to the exclusive jurisdiction of the courts of the Province of Manitoba.