
REQUEST FOR PROPOSALS: VETTER FALLS LODGE OPERATIONS AND MANAGEMENT

1. Vetter Falls Lodge Overview

Vetter Falls Lodge is located in the heart of the Anhluut'ukwsim Laxmihl Angwinga'asa'anskwhl (Nisga'a Memorial Lava Bed Park). The lodge was purchased by the Nisga'a Nation to support the growth of tourism in the Nass Valley.

The lodge is centrally located in the Nass Valley, 90 kilometres north of Terrace, and is within a large natural forest near Ts'itksim Aks (Vetter Falls). Accessed from the Nisga'a Highway #113, just before reaching the Nisga'a Village of Gitlaxt'aamiks, Vetter Falls Lodge is near many key attractions in the Nass Valley.

Vetter Falls Lodge is a bed and breakfast style accommodation and features a main lodge with 5 rooms and one smaller cabin with three bedrooms including a loft. The main lodge building has a beautiful dining area and a commercial kitchen serving breakfast, lunch, and dinner for guests staying at the lodge and for locals.

The lodge has been in operations for three years and has been rated positively by guests on TripAdvisor.

To ensure compliance with foundational governance practices of accountability and transparency, Nisga'a Lisims Government ("NLG") periodically reassesses the use and operation of assets owned by the Nisga'a Nation.

This Request for Proposals (RFP) is issued by Nisga'a Lisims Government in accordance with the provisions of the *Nisga'a Financial Administration Act* and in furtherance of NLG's objective of offering equal opportunities to all Nisga'a entrepreneurs. All proposals will reviewed by the Prosperity Committee and recommended proposals will be forwarded by the Prosperity Committee to the NLG Executive for review and consideration.

The NLG Executive will make the final determination as to the successful candidate.

2. Background

In September 2019, WSN members participated in a strategic planning session where tourism was identified as a priority for the Nisga'a Nation. The ever-changing restrictions created by the ongoing pandemic have delayed the finalization of the RFP. NLG is hopeful the summer of 2021 will bring renewed opportunity in the tourism sector.

The lodge will be positioned as the hub for the emerging tourism industry on Nisga'a Lands. The successful candidate or organization manages and operates the lodge to a high standard, consistently exceeding guests' expectations. Operations must include promoting stays at the lodge together with packaging different experience providers (Nisga'a tourism businesses) for visitors to enjoy the best of the Nisga'a Lands and selling these packages prior to guests coming to the destination or during their stay at Vetter Falls Lodge. In essence, Vetter Falls Lodge will become the

catalyst for more tourism development in the Nass Valley, linking businesses and experiences and promoting these to visitors.

To support the successful candidate implement Vetter Falls Lodge as the tourism hub in the Nass Valley, NLG will hire a tourism coordinator to work with tourism businesses in the Villages to operationalize, market and sell packages. It is anticipated that the coordinator will operate a kiosk at Vetter Falls Lodge.

The successful operation of the lodge will be used to build capacity and opportunities for Nisga'a entrepreneurs as tour guides, tour operators, artisans, drivers, cooks, housekeeping staff, landscapers as well as potential procurement and contracting opportunities.

Finally, NLG hopes to generate revenue to maintain the lodge, fund improvements to the lodge and surrounding areas and offset operational and capital costs associated with the lodge.

3. Objectives

The objectives of this RFP and the operation of Vetter Falls Lodge are:

- a. Provide a world-class guest experience that garners positive word-of-mouth,
- b. Develop Vetter Falls Lodge as the tourism hub for all tourism activities on Nisga'a Lands therefore extending average overnight stay for the destination,
- c. Financially sustainable operation of the lodge,
- d. Job creation and capacity building for Nisga'a citizens,
- e. Integration with other initiatives of the Prosperity Committee.

4. General

The successful candidate will provide the following services:

- a. A world-class guest experience by consistently maintaining the rooms and lodge amenities including the dining area and property grounds,
- b. Train and manage lodge staff and contractors,
- c. Manage accommodation and tourism package bookings,
- d. Liaise with the Tourism Coordinator, Prosperity Committee and Nisga'a tourism working group,
- e. Operate the restaurant, train and manage restaurant staff,
- f. Work with Nisga'a tourism businesses and package tours and attractions that can be offered to guests prior to arrival or during their stays,
- g. Act as an ambassador for the Nisga'a Nation and create opportunities to promote Nisga'a culture, Nisga'a artisans and Nisga'a tours,
- h. Market Vetter Falls Lodge and restaurant by using digital marketing tools,
 - Development and maintenance of website with online booking integration
 - Active presence on TripAdvisor and Google My Business
 - Active presence on Social Media channels (FB and IG)

- Active partnerships with local tourism organizations, Destination BC, Indigenous Tourism BC, Indigenous Tourism Association of Canada, and others
- i. Reporting:
- Participate in quarterly Prosperity Committee meetings to report on status of employment rates, tour statistics, capital and operational expenditures and profits,
 - Participate in an annual financial open book review with NLG's Department of Finance.
- j. Commercial arrangements:
- Nisga'a Nation will lease Vetter Falls Lodge to the successful proponent for a nominal fee plus Additional Rent. Additional Rent will be comprised of operating expenses, including but not limited to, property tax, hydro, fuel, road grading, and snow removal.
 - Parties will negotiate
 - cost-sharing arrangements to further support operations of successful candidate including, but not limited to, costs associated with hydro, internet, property tax, and those other operational costs mutually agreed to be included by the parties.
 - The cost-sharing agreement will either contain a,
 - term of the cost-sharing agreement, or
 - threshold level of profitability which, once exceeded, will terminate the cost-sharing agreement.
 - Upon the candidate reaching a level of profits, amount to be negotiated, the cost sharing arrangements will shift such that the candidate pays for more of the operational costs identified above
 - The candidate must at the candidate's expense, effect and keep in force during the term of the lease Commercial General Liability insurance in an amount of not less than \$2,000,000.00 inclusive per occurrence, against claims for personal injury, bodily injury, death, and damage to or loss of property arising out of the candidate's operations under this Agreement and ensure that the Nisga'a Nation is added as an additional insured.

5. Qualifications

Qualifications are set out in detail in Appendix 1.

6. Guidelines and Requirements

Bidders must submit a proposal highlighting relevant aspects of their experience, and a biography (max. 500 words). Including up to two references is encouraged, but not required.

Guidelines and requirements are set out in detail in Appendix 1.

7. Contents of Proposal

Bidders must submit a final proposal which contains the following:

- Biography
- Summary of Experience (accommodation, tourism and events).
- Summary outlining qualifications and requirements contained in Appendix 1.
- 5 year Business and Operational Plan.
- 5 year Budget and Financial Plan with detailed explanation of how the Bidder intends to meet NLG’s objective of generating revenue to:
 - i. maintain the lodge,
 - ii. fund improvements to the lodge, and
 - iii. offset operational and capital costs associated with the lodge.

8. Closing Date

The complete proposal is due no later than **4pm PST, Friday, October 29, 2021.**

The proposal will be evaluated immediately after submission date by the Prosperity Committee. During this time, the Prosperity Committee may require additional information and clarifications.

9. Contract Terms

NLG will provide the candidate with a draft lease upon selection. All lease amendments are subject to review by NLG Legal Counsel. The project will be awarded upon signing of a lease agreement that outlines terms, scope, budget and other necessary items.

10. Delivery

Your proposal must be received no later than 4pm PST on Friday, **October 29, 2021** at vetterfalls@nisgaa.net.

11. Addenda

If NLG determines that an amendment is required to this RFP, NLG will issue a written addendum by posting it at www.nisgaaanation.ca (the “NLG Website”). The addendum will form part of this RFP. It is the responsibility of candidates to check the NLG Website for addenda. The only way this RFP may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFP or may be relied upon by any candidate. By delivery of a Proposal, a candidate is deemed to have received, accepted and understood the entire RFP, including any and all addenda. All inquiries related to this RFP should be directed in writing to vetterfalls@nisgaa.net

APPENDIX 1

I. GENERAL RULES

A. This RFP supersedes all other NLG communication to Bidders about the Vetter Falls Lodge opportunity and the rules and conduct of the bid.

B. No verbal discussion with any employee or advisor of NLG can change, add to or clarify any of the terms and conditions contained in this RFP. Bidders should only rely on a written addendum issued in accordance with section 11 (Addenda) above. E-mail communications from NLG to Bidders will count as written communication.

C. NLG reserves the right to modify the timetable or otherwise amend, supplement or clarify the RFP at any time. NLG may cancel the bid at any time without prior notice, and may disqualify any bidder as provided for in this RFP. NLG shall not incur any liability whatsoever in exercising any rights in this section or otherwise granted in this RFP or available under the laws of British Columbia.

D. The RFP process will be conducted in accordance with, and shall be governed by the laws of the Nisga'a Nation, British Columbia and the specific terms of this RFP.

E. Proposals and all correspondence and documents relating to Proposals shall be in Nisga'a or English.

F. The submission of a Proposal by a Potential Operator implies full knowledge and acceptance of, and submission to, all the terms and conditions set out in this RFP and under the applicable laws.

G. **Potential Operators shall be responsible for any and all costs, expenses and losses incurred by them in the preparation and submission of Proposals or otherwise in connection with the Tender.** NLG will not compensate Bidders for any such costs, expenses or losses, regardless of the outcome of the Tender.

II. REQUIRED QUALIFICATIONS

In order to participate in the bidding process, Bidders are required to meet the following qualification criteria:

A. Nisga'a Citizenship

The Bidder must be a Nisga'a citizen or a "Nisga'a Business" defined as a corporation, joint venture, partnership, sole proprietorship or other form of legal entity carrying on a business, which is controlled by one or more Nisga'a citizens or a Nisga'a Village to be

eligible to apply.

B. Financial Capability

Given the fact that the project is of a high value and may entail risk to both the preferred candidate and NLG, it is important that interested parties demonstrate financial strength.

C. Tourism and Accommodation Experience

The project requires interested parties with substantial experience and expertise in operating accommodation with attached restaurant. Additionally, experience in the tourism industry would be a benefit. Interested parties are therefore required to provide references and examples of experience in

1. the hotel, B&B, motel, or lodge industry,
2. conferencing and events, and
3. the tourism industry.

D. Hiring Preferences.

The Bidder shall commit to the following additional requirements:

1. Employees: the Bidder will
 - a) use best efforts to hire Nisga'a citizens as staff including, but not limited to, as front desk staff, kitchen staff, wait staff, housekeeping staff, landscaping staff, and
 - b) maintain lodge employment of at least 50% Nisga'a citizens
2. Procurement: the Bidder will
 - a) use best efforts to hire Nisga'a contractors to supply goods or services to the lodge. The Bidder's efforts should be recorded in the quarterly reports provided to the Prosperity Committee.
3. Failure to meet these requirements will be seen as a material breach of the contract, which will result in termination.

III. LEASE AGREEMENT

A. The draft Lease Agreement is not included in the Tender Documents but will be ready for distribution at the end of May 2021.

B. The Nisga'a Nation and NLG reserve the right to modify or otherwise amend, supplement or clarify the Lease Agreement at any time. The Nisga'a Nation and NLG shall not incur any liability whatsoever in exercising any rights in this Article or otherwise granted in this RFP, Lease Agreement or available under the laws of British Columbia.

IV. DEFINITIONS

A. Unless otherwise defined, capitalized words in this RFP have the following meaning

1. "Bid" and "Proposal" mean the offer that the Potential Operator submits to NLG to review. The Bid is comprised of the following mandatory elements: Biography, Summary of Experience (accommodation, tourism and events), Summary outlining qualifications and requirements contained in Appendix 1, 5 year Business and Operational Plan, 5 year Budget and Financial Plan. Once accepted by NLG the Bid (or Proposal) forms the basis of a binding contract between the parties.

2. "Bidder" means Potential Operator of Vetter Falls Lodge.

3. "Prosperity Committee" means a committee struck pursuant to Executive direction in 2017 comprised of two representatives of each Nisga'a Village and two representatives of NLG.

