



**NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE**



**REQUEST FOR PROPOSALS FOR ICE CREAM, GELATO AND/OR FROZEN TREATS  
CONCESSIONS AT  
KÌWEKÌ POINT and VINCENT MASSEY PARK OTTAWA ON**

**APRIL 2024**

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## INTRODUCTION

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The National Capital Commission (NCC) is the principal planner and steward of the National Capital Region and manages an extensive portfolio of strategically located land assets, including urban greenspaces and picturesque waterfronts connected by over 600 km of Capital Pathway networks. The NCC is soliciting proposals for a proponent, through a public, single-stage request for proposals (RFP) from experienced and entrepreneurial individuals to offer an ice cream, gelato and/or frozen treats concession (e.g. food cart, stand or mobile) to contribute to animation and enhance the visitor experience near or at two key locations:

1. the newly redeveloped Kìwekì Point (formerly Nepean Point) with scenic views of the Ottawa River and historical landmarks in Ottawa and Gatineau; and/or
2. Vincent Massey Park, next to the architecturally stunning NCC pavilion;

for the 2024 operating season, that being **June 1, 2024 to October 15, 2024**. Proponents will be required to bring their own concession (e.g. food cart, stand or mobile). This unique model allows for flexibility and creativity in sales while leveraging the expertise and passion of independent operators.

Land use and any design will be reviewed and evaluated to determine compatibility.

About the sites:

### Kìwekì Point, Ottawa

Kìwekì Point in Ottawa is one of the most spectacular lookouts in the National Capital Region, making it a key Capital destination. The site, which covers 1.27 hectares, was last developed for Canada's centennial in 1967. Kìwekì Point, meaning "returning to one's homeland," and the new Pidàban Bridge, meaning "dawn," were chosen as the new names, and are in line with the interpretation plan for redevelopment, as well as with the Truth and Reconciliation Commission Calls to Action. These names highlight Algonquin voices and showcase Algonquin culture and language.

The redesigned area, with its two levels of unobstructed views of the National Capital Region, allow for beautiful vistas all along the pathway and throughout the landscape. The redesign will improve the grounds in terms of universal accessibility, interpretation and landscaping, and will also feature an architectural shelter named the Whispering Point and a new pedestrian bridge recalling the historical pedestrian connection between Major's Hill Park and Kìwekì Point.

Kìwekì Point is envisioned as a place to experience the "Big River Landscape" by bringing the sensory and aesthetic experience of the landscape to the foreground. The proposed location design offers a range of experiences which includes: a Gathering Circle at the upper promontory, a space called Whispering Point that provides deep seating nooks tucked into the landscape, and three re-envisioned entrance points and connections to welcome and invite visitors into the site.

See **Appendix A** for site location and pictures of Kìwekì Point.

### Vincent Massey Park, Ottawa

Located on Riverside Drive and Heron Road, Vincent Massey Park covers an area of 28.9 hectares. The park was once joined to Hog's Back Park, until the parks were divided by Heron Road in 1969. The park was named after Governor General Vincent Massey. With its picnic tables, barbecue pits, softball diamond and bandstand, it's an ideal site for community gatherings, company picnics and family reunions. The Capital's multi-use pathway also passes through the park, making it an excellent starting point for exploring the Capital by bike.

The park's location is a universally accessible and inclusive site that highlights scenic vistas, picnic areas, quiet wooded walking paths, rolling meadows, open grassy areas and recreational pathways, creating an excellent destination for tourists and locals alike looking for a place to enjoy local flavours and take in the serene natural surroundings.

See **Appendix A** for site location and pictures of Vincent Massey Park and the NCC Pavilion.

### Federal land use and design approval (FLUDA)

Please note that all offers received for operation at the above-mentioned locations will be reviewed and evaluated to determine compatibility with the NCC mandate and approved land use plans and design guidelines, and all operations will be subject to receiving federal land use and design approval (FLUDA). Compliance with approved plans and policies is necessary to be granted federal approvals and the Concession Agreement. All proponents are responsible to review the Plan for Canada's Capital 2017–2067 and other applicable planning documents to ensure compliance prior to submitting a proposal. For more information on the federal approval process, please see the Proponent's Guide to the NCC's Federal Land Use, Design and Transaction Approval Process. Please note that the NCC does not guarantee that federal approval will be granted, and timelines for the approval process may fluctuate or lengthen depending upon demand and the complexity of the proposal.

As the main federal urban planner in Canada's Capital Region, the NCC works to ensure that the highest standards of excellence in urban design are upheld, considering environmental sensitivity, sustainability and best practices. The NCC's planning framework, anchored by the Plan for Canada's Capital 2017–2067, as well as associated master plans, sector plans and design guidelines, provide comprehensive guidance for land use and design on federal lands in Canada's Capital Region.

Preference will be given to operators who complement existing NCC initiatives, who can connect the public with all the National Capital Region has to offer, and who can exemplify experience and success in running similar operations.

Operators will have until **Wednesday, April 24, 2024, 4:00pm EST** to submit their offer.

All proponents are asked to submit an offer of no more than ten (10) pages in their preferred language of French or English.

## INTERPRETATION

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In the information for offers, words importing the singular include the plural and vice versa, words importing gender include all genders, and words importing persons include corporations and vice versa. All capitalized terms in this RFP documentation shall have the meaning given to such terms in the Concession Agreement, unless the context otherwise requires.

## DEFINITIONS

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**Gross Revenue** means:

1. The entire amount of the sale price, whether for cash or otherwise, of all sales (including rentals, barter or leasing) of merchandise and services and of all other receipts whatsoever in respect of all business conducted from the Leased Premises, although orders may be filled elsewhere;
2. All rental income from banking machines and any other vending machine from which rental income is derived;
3. All sales by any sub-tenant, concessionaire, operator, licensee, vending machine, coin operated machine or otherwise in the Leased Premises;
4. Any insurance, damaged goods claims, warranty or other proceeds received in lieu of income that would otherwise be included in Gross Revenue;
5. All deposits given on merchandise and services purchased from the Leased Premises and not refunded to purchasers; (vi) the selling price of all gift certificates;
6. All display fees, slotting allowances, promotional considerations, rebates or other payments received by the Tenant to stock, promote or advertise any product; and
7. All other receipts and receivables whatsoever (including all interest, installment and finance charges) from all business conducted in the Leased Premises.

Each sale upon an installment or credit basis will be included and treated as a sale for the full price in the month in which the sale is made, regardless of whether or when the Tenant receives payment. No deduction is allowed for uncollected or uncollectible credit accounts. Transactions through an internet website of the Tenant or an affiliate of the Tenant, where the sales are generated through a computer terminal located within the Leased Premises or are fulfilled from the Leased Premises, will be included in Gross Revenue. Refunds which relate to a sale made through a computer terminal located within the Leased Premises or fulfilled from the Leased Premises will be deducted from Gross Revenue only to the extent the sale was previously included in Gross Revenue.

**Concession Agreement** means a contract by which the Landlord conveys the Leased Premises to a Tenant for a specified Term.

**Leased Premises** means Kìwekì Point and/or Vincent Massey Park as described, identified and marked on **Appendix A**. The Landlord reserves the right in its unfettered discretion to adjust the location, configuration and size of the Leased Premises.



**Concession-Related Improvements** means:

1. All improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Leased Premises.
2. Alterations, improvements and equipment made or installed for the exclusive benefit of the Tenant elsewhere at the Site;

**Landlord** means the National Capital Commission.

**Operating Costs** means, in respect of any operating season the total of all costs, expenses and amounts, incurred or accrued in that season for or with respect to ownership, management, operation, administration, maintenance, repair, upkeep, insurance, supervision, decoration, cleaning and upgrading of the Leased Premises and the determination and allocation of such costs, expenses and amounts, whether incurred or accrued by or on behalf of the Landlord or by or on behalf of the Landlord's Agent including, without limitation and without duplication:

- a) The cost of all insurance required for the operation of the Leased Premises; and
- b) The cost of renting or leasing any rented or leased equipment acquired for the operation or maintenance of the Leased Premises

**Tenant** means the selected Proponent for the Leased Premises.

**Rent:** Percentage Rent Rate means twenty percent (20%) of Gross Revenues.

## **CONFIDENTIALITY**

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All documentation and information obtained by the Proponent, the Proponent's business partners, representatives, and other third parties associated with the Proponent in respect of this RFP, are the property of the Landlord, and must be treated as confidential and must not be used for any purpose other than for responding to this RFP and for fulfilling any subsequent agreement with the Landlord. Upon the request, all such documentation and information, and copies thereof, must be returned to the Landlord.

Proponents shall not disclose, without the Landlord's prior written approval, any details pertaining to their offer, and/or the selection process in whole or in part to any business partners, representatives, or other third parties associated with the Proponent in respect of this offer except to such of them to whom disclosure is necessary in connection with this offer and who have agreed to be bound by the obligations of confidentiality under this offer. Proponents shall not issue a news release or other public announcement pertaining to details of their offer, this RFP and/or the selection process without the Landlord's prior written approval.

Proponents must ensure that the Proponent, the Proponent's business partners, representatives, and other third parties associated with the Proponent in respect of this offer do not disclose or publicize at any time any of the information provided to it by The Landlord

or its Agent, or any of the information obtained in connection with this offer without the prior written consent of the Landlord.

Any violation of this provision will result in the rejection of the Proponent's offer and disqualification from further participation in this RFP process.

## **EXAMINATION OF DOCUMENTS**

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By submitting an offer, the Proponent agrees they have ascertained the extent of their obligations under this offer and any resulting agreement, by calculation and by examination of the documents concerning this offer. The Proponent shall not, under any pretense whatsoever, make any claim because of errors or omissions that may exist in the documents and drawings associated with this offer.

## **CONCESSION AGREEMENT AUTHORITY**

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All enquiries and questions regarding this RFP and the completion of an offer must be directed, in writing, to the following Concession Agreement Authority:

Deanne Skukowski  
National Capital Commission  
202-40 Elgin Street, Ottawa ON K1P 1C7  
Email: [deanne.skukowski@ncc-ccn.ca](mailto:deanne.skukowski@ncc-ccn.ca)

Questions will be answered to the best of the Concession Agreement Authority's ability, knowledge and as quickly as possible. However, there is no obligation to respond to any questions. Questions and their answers will be provided to all Proponents who have been invited to submit an offer.

Offers shall be submitted via electronic copy directed to the above Concession Agreement Authority.

Please ensure email receipt is provided by Concession Agreement Authority, confirming receipt of offer.

## **PREPARING THE OFFER**

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1. The Proponent must comply with all Mandatory Requirements;
2. The Proponent must demonstrate its understanding of, and its ability to meet the requirements set out in the offer information document; and
3. The offer should completely and thoroughly address each element of the requirement as described in the offer information document.



## SUBMISSION OF OFFER

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It is the sole responsibility of the Proponent to:

1. Return a digitally signed original of the offer;
2. Return completed and signed **Appendix B** – RFP Form;
3. Direct offer to the Concession Agreement Authority;
4. Ensure that the Proponent’s full legal name and contact information are clearly visible on the offer;
5. Provide a comprehensive and sufficiently detailed offer, including all requested details that will permit a complete evaluation;
6. Deliver their offer in the appropriate manner and time to the Concession Agreement Authority; and
7. Review any applicable Master Plan to ensure compliance, as noted in **Appendix C** – NCC Documentation and Guidelines

Offers received on or before the stipulated closing date and time will become the property of Landlord. All offers will be treated as confidential until opened.

## LEGAL NAME

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Offers shall clearly indicate the complete legal name, address and telephone number of the Proponent. Offers shall be signed with the typed or printed name of the signatory and title of the signatory. The signatory shall have the authority to bind the Proponent to the submitted offer.

## REVISION OF OFFER

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Changes to offers after their submission to the Landlord are prohibited.

## RESERVE RIGHTS

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1. For the purpose of evaluating the offers, the Landlord is not obligated to do any one or all of the following:
  - a) To seek clarification of or confirm any information or data provided by the Proponent;
  - b) To contact any reference provided by the Proponent; and
  - c) To interview the Proponent and/or any person proposed by the Proponent.

2. The Landlord reserves the right to accept or reject any and/or all offers; to waive irregularities and technicalities; to enter into negotiations with Proponents on any or all aspects of their offer, or request a resubmission; and to cancel and/or re-issue this RFP at its sole and absolute discretion. Any response received may or may not be rejected by the Landlord depending on available competition and requirements of the Landlord. The Landlord reserves the right to negotiate with the sole responsive Proponent to ensure best value.
3. There is no obligation on the part of the Landlord to award the Leased Premises to the highest scored Proponent and the Landlord reserves the right to award an agreement in a negotiated agreement which is most advantageous and in the best interests of the Landlord. The Landlord shall be the sole judge of the offer and the resulting negotiated agreement that is in its best interest and the Landlord's decision shall be final. The Landlord also reserves the right to investigate, as deemed necessary, the ability of any Proponent to operate the Leased Premises. The Proponent shall provide information to the Landlord that it deems necessary to make this determination. The Landlord reserves the right to subsequently modify the Concession Agreement based on the Proponent's performance and/or the Landlord's needs.
4. The Proponent agrees that the exercise of any right described herein shall be without liability on the part of the Landlord for any damage or claim brought by a Proponent because of same nor shall the Proponent seek any recourse of any kind against Landlord because of same.

## LIMITATION OF LIABILITY

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The Landlord does not accept any responsibility for any verbal information or advice or any errors or omissions, which may be contained in this document or any documentation, disclosed or otherwise provided by or with information for offer document. The Landlord does not make any representations or warranties, either express or implied, with respect to the completeness or accuracy of this information for offer document and any supporting documentation, or any information or opinion contained herein. Any use, or reliance on the information for the offer or on any information or opinion contained herein, or documentation disclosed or otherwise provided by or with this document, is at the risk of the Proponent, and the Landlord shall not be liable for any action, cost, loss, damage, injury and/or liability whatsoever incurred by any person arising out of the same. The Proponent is responsible for obtaining its own independent legal, accounting, engineering and other advice with respect to their offer.

## AWARDING OF AGREEMENT

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The Landlord assumes that the Proponent has read the information for offer document. If a Concession Agreement is awarded to the Proponent as a result of their submission to this information for offer document, the resulting Concession Agreement will consist of the terms and conditions detailed in the offer; however, it is the intent of the Landlord to allow for some flexibility with respect to said terms and conditions in order to arrive at a mutually agreeable Concession Agreement. It is not the intent of Landlord to allow for new or significantly altered terms and conditions. If a Concession Agreement cannot be negotiated with the highest ranked Proponent, the Landlord reserves the right to terminate negotiations with that Proponent and enter into negotiations for the conclusion of a Concession Agreement with the next highest ranked Proponent or not enter into an agreement with any of the Proponents.

The Landlord shall not be obligated to any Proponent in any manner until a Concession Agreement has been duly executed.

## GENERAL INFORMATION

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### Proposed Term of Concession Agreement

The intent is for the Concession Agreement to run for a one (1) operating period commencing on **June 1, 2024** (the “Commencement Date”) and ending on **October 15, 2024**. All start and end dates are subject to change at the sole discretion of the NCC.

Terms of Concession Agreements pertaining to Alternative Locations will vary upon the nature of the operation.

The Landlord shall have the right, in its unfettered discretion, to extend the Concession Agreement for successive periods, and adjust the Commencement Date.

### Design

Site design and layout are prescribed in **Appendix A**. The Tenant will operate the Leased Premises in accordance with the prescribed site layout, and any and all alterations to the site will be subject to NCC approval according to the level of complexity outlined in the Proponent’s Guide to the NCC’s Federal Land Use, Design and Transaction Approval Process.

All on-site exterior equipment, including the installation of the operational equipment required, will be at the Proponent’s own cost and expense. All vendor-supplied structure and equipment, including but not limited to food carts, kiosks, stands, mobile, and food trucks, will be subject to NCC approval. NCC reserves the right to call for the alternation and/or removal of any infrastructure.

## Use of the Concession Leased Premises

The Tenant will operate and conduct its operation on the Leased Premises in a good and business-like manner so as to comply with all requirements of health authorities and of provincial, municipal and federal authorities and, using good management practices and in this regard, the Tenant shall:

1. Maintain, renew and replace its fixtures in or on the Leased Premises so that they will be suitable for the operation of the Tenant's business;
2. Continuously, actively and diligently operate its business in the whole of the Leased Premises, in an up-to-date, first-class and reputable manner befitting a facility of the nature of the Leased Premises;
3. Maintain on the Leased Premises a complete stock of merchandise so that there will be produced by the Tenant's business in the Leased Premises the maximum amount of sales;
4. Where applicable, keep display windows neatly dressed. Display windows and illuminated signs (if any) will be kept illuminated by the Tenant during normal business hours. The Tenant shall not place, hang, display or affix goods and/or signage to the interior or exterior glazing without the Landlord's prior written consent;
5. Keep the Leased Premises, all signage, canopies and awnings and any sidewalks and other areas adjacent to the Leased Premises clean and free of refuse, and other obstructions, and shall comply with any laws governing the condition or cleanliness of the Leased Premises; and
6. Receive the prior approval in writing from the Landlord for all construction hoarding and signage identifying a construction or a reconstruction project.

## Permits

The Tenant will apply for any licenses related to the operation of the Leased Premises including, but not limited to: business licence, liquor license, public health inspections, and food safety inspections. The Landlord will support the Tenant's efforts, to the extent possible, to obtain timely approvals.

## Rental Structure

### Percentage Rent

1. Percentage Rent is **twenty percent (20%)** of gross sales payable in monthly installments in arrears;
2. On or before the 15th day of the second and each succeeding calendar month during the term and of the month following the end of the Term, the Tenant shall deliver to the Landlord a written statement in a form acceptable to the Landlord certified to be correct by the Tenant showing in reasonable detail the Gross Revenue in the immediately preceding month; and

3. The Landlord is entitled at any time and from time to time to have all or any of the accounting records and procedures of the Tenant, and/or any other person affecting the determination of Gross Revenue, audited or examined by an independent practising qualified accountant or expert designated by the Landlord.

### Operating Costs and Taxes

1. The Tenant shall be responsible for payment of all operating expenses and taxes associated their operation, if applicable.

### Net Concession Agreement

The Landlord shall prepare the Concession Agreement to be entered between the Landlord and the selected Proponent, based on the Landlord's standard lease form and with the specific terms of the offer incorporated therein. The selected Proponent shall execute and return the Concession Agreement to the Landlord within ten (10) days of receiving it. The Concession Agreement shall not conflict with any of the terms of the Proponent's offer, but the selected Proponent acknowledges that the terms will be considerably elaborated upon in the Concession Agreement.

It is intended that the Concession Agreement be absolutely net to the Landlord. The Landlord shall be entitled to receive the full amount of the rent in all circumstances. The Tenant shall make all payments required to be made by it under this Concession Agreement as and when due without any prior demand therefore and without deduction, abatement, set-off or compensation. The Tenant shall be responsible for all costs or obligations with regard to the Leased Premises and except for those matters which are the responsibility of the Landlord pursuant to an express provision of this Concession Agreement. Without limiting the generality of the foregoing, in those instances in which a matter is stated to be the responsibility of the Tenant, such responsibility shall include the responsibility for all related costs and expenses.

### Official Languages

The Tenant shall ensure that all goods, services and information made available, visible or provided to the public and customers will be provided in both official languages of Canada. All operations are to be fully bilingual in both official languages and compliant with the *Official Languages Act*, which includes but is not limited to: staff and client service, onsite communication (e.g. boards, sandwich boards, signage, menus, etc., and shall be of equal size, including text font size), online menus and all social media postings including landing pages (e.g. Facebook, Instagram, LinkedIn, etc.).

The NCC reserves the right to inspect the location and social media of the Tenant to ensure services are provided equally in both official languages of Canada as per the *Official Languages Act*.

For more information refer to:

<https://laws-lois.justice.gc.ca/eng/acts/O-3.01/index.html>

## EVALUATION OF OFFER

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In no more than ten (10) pages, the Proponent shall provide an offer that addresses the below requirements. Proponent can refer to **Appendix B** for the RFP Form to complete and return to the Concession Agreement Authority. Please see **Appendix D** for more information on the Evaluation of Offers and **Appendix E** for the Evaluation Rubric.

### Mandatory Requirements

The National Capital Commission will review all submitted offers and may further engage with prospective proponent(s) if the offer meets each of the following Mandatory Requirements.

1. **Official Languages:** The submitted offer clearly demonstrates the ability to provide any public offerings or communications in both official languages.
2. **Acknowledgement and Acceptance of the Rental Structure:** The proponent must indicate on their offer document acceptance of the proposed Rental Structure, which will not be subject to negotiation.

The NCC may request additional information from Proponents if it is not clear that the mandatory minimums are met.

### Other Offer Requirements

In no more than ten (10) pages, provide an offer that addresses the below requirements in the following order with clearly defined headings (see **Appendix B** for RFP Form):

#### Operational Experience

Demonstrate the capability of operating a recreational and/or concession services operation. Provide examples of current successful locations/businesses, understanding of supply chains and logistics, and day-to-day operation of a business. Provide a business plan, detailing the strategy for successful operation; this may be included as an appendix to your submission.

#### Personnel

Submit information related to the qualifications and experience of all personnel who will be assigned to the Leased Premises. Submissions may include: resumes, documentation of accreditation, language capabilities and references. Please refer to **Mandatory Requirements number 1**.

#### Sustainable Initiatives

Submit sustainable initiatives associated with the operation of the Leased Premises. Submission may include: energy-efficient equipment, cleaning routines, etc.



## Appendix A

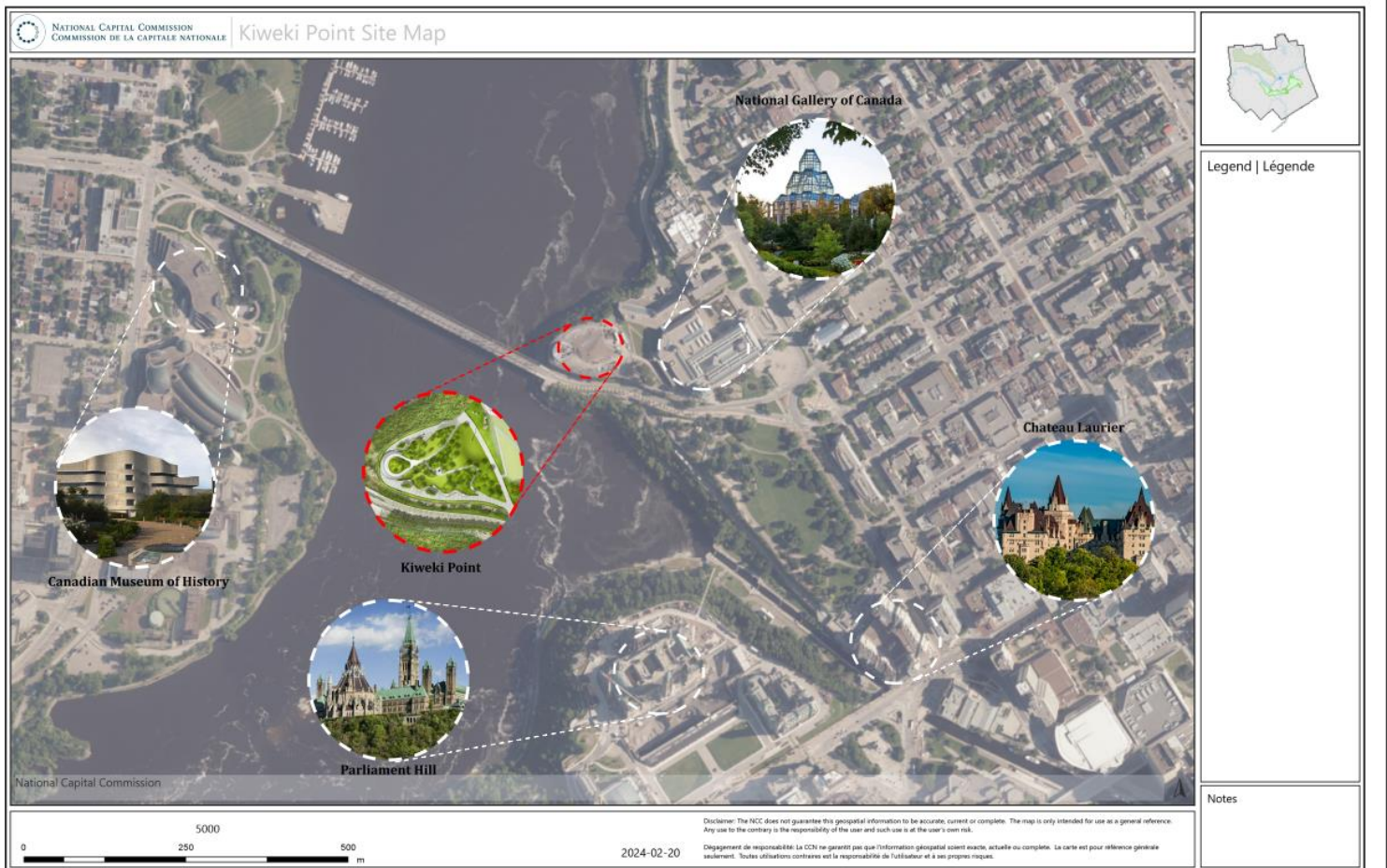
### Leased Premises: Kìwekì Point, Ottawa ON

Kìwekì Point’s most powerful attribute is the broad panorama it offers over the majestic Ottawa River valley. Visitors to the space are presented with an awe-inspiring vista, punctuated today by many of the capital’s most iconic and picturesque federal buildings and monuments, whose locations were determined by the river, the heart of an ancient Indigenous cultural landscape. Sublime in nature and civic in context, the geography of Kìwekì Point makes it a premier site among the public landscapes of Ottawa.

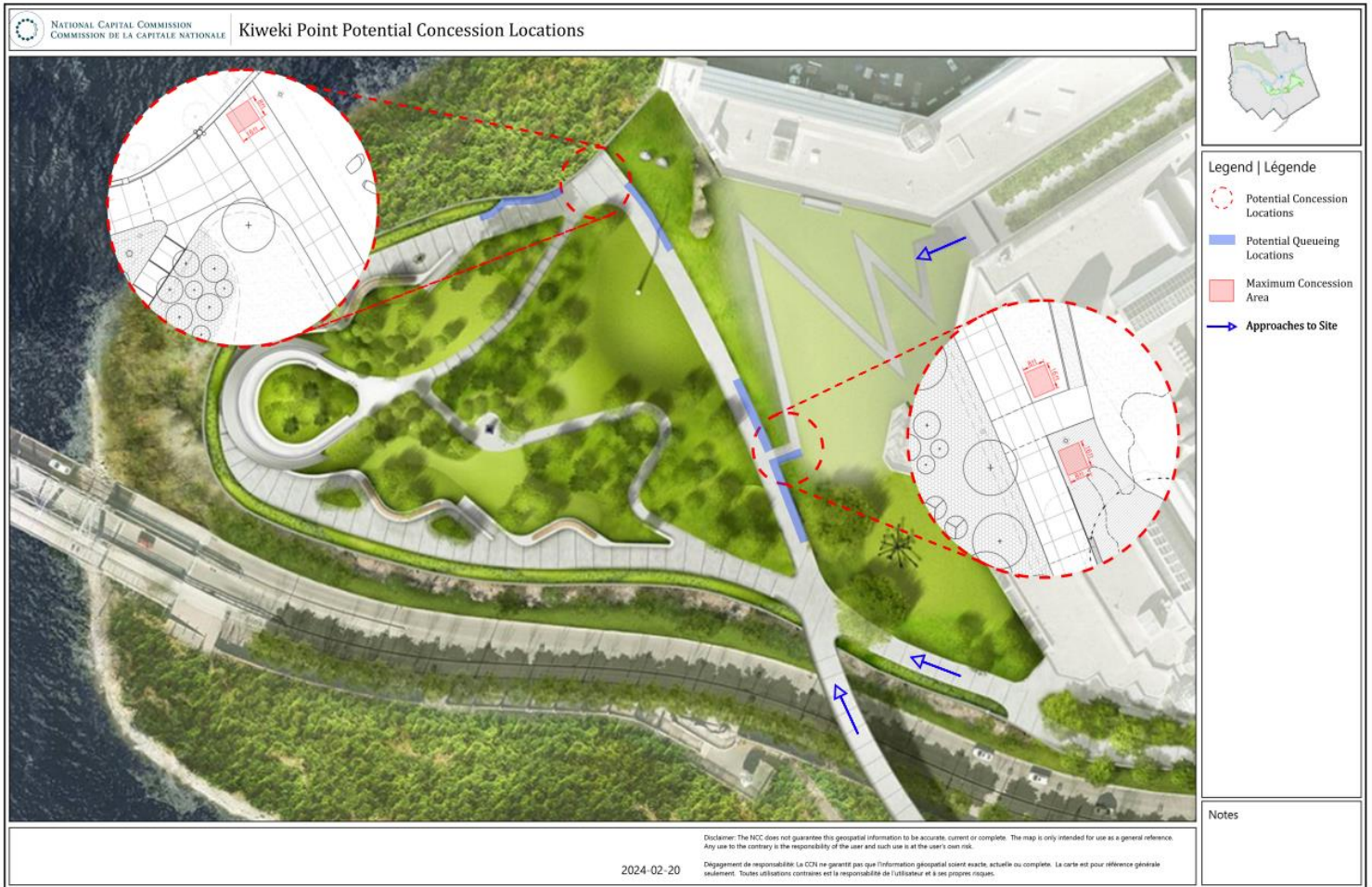
#### Onsite Facilities and Amenities

- Electricity (on site)

#### Site Location



# Conceptual Site Design





## Leased Premises: Vincent Massey Park, Ottawa ON

Just north of Hog's Back Park, Vincent Massey Park offers quiet wooded walking paths, rolling meadows and open grassy areas. With its picnic tables and barbecue pits, Vincent Massey Park has all the amenities for an enjoyable picnic, large or small.



## Onsite Facilities and Amenities

- Exterior and interior spaces
- Washrooms (onsite)
- Automated parking lot system with pay at exit
- Picnic reservations available

## Site Location

<p>NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE</p>	<h3>Vincent Massey Park Concessions</h3>	
		<p>Legend   Légende</p>
<p>National Capital Commission</p>		<p>Notes</p>
	<p>2024-03-05</p>	<p>Disclaimer: The NCC does not guarantee this geospatial information to be accurate, current or complete. The map is only intended for use as a general reference. Any use to the contrary is the responsibility of the user and such use is at the user's own risk. Engagement de responsabilité: La CCN ne garantit pas que l'information géospatiale soient exacte, actuelle ou complète. La carte est pour référence générale seulement. Toute utilisation contraire est la responsabilité de l'utilisateur et à ses propres risques.</p>

## Appendix B

### RFP Form

The following RFP Form is intended to guide Proponents in the completion of their RFP submission. The NCC asks that Proponents complete the following Form to identify which location(s) they are interested in pursuing and return it to the Concession Agreement Authority by **April 24, 2024, 4:00pm EST**. Please note the Proponents may indicate both or either location of interest.

If more writing space is required than what has been provided below, additional pages may be added to the RFP Form, noting a maximum page limit of ten (10) pages, not including appendices.

Leased Premises	Interested in Leasing (Yes/No)
Kiwekì Point, Ottawa	
Vincent Massey Park, Ottawa	

### Operations RFP Form

Proponent Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

#### **Contact Information**

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

#### **Mandatory Requirements**

##### **1) Official Languages**

By checking this box, I recognize and agree that all operations must meet the requirement to provide any and all public offerings and/or communications in both



official languages (including, but not limited to signage). I recognize that failure to adequately provide services in both official languages may result in a fee or termination of the Concession Agreement.

**2) Acknowledgement and Acceptance of the Rental Structure:**

By checking this box, I recognize and agree to the terms of the Rental Structure, acknowledging that the proposed model is not subject to negotiation. I recognize that failure to pay rent in accordance with the Rental Structure may result termination of the Concession Agreement.

***Other Requirements***

**1) Operational Experience**

Please give a brief history of your business and personal experience, and operational resources. Provide examples of current successful locations/businesses to demonstrate existing resources, an understanding of supply chains, logistics, and day-to-day operation of a business similar to this RFP.

Please also include your business plan for successful operation. This may be detailed below or provided in an appendix to your submission.



## 2) Personnel

Please give a description of the qualifications and experience of the personnel who will be assigned to the Leased Premises, including language capabilities. You may include: resumes, documentation of accreditation, and references.

Please note the Mandatory Requirement that all public offerings and/or communications must be provided in both official languages (including, but not limited to signage).

### **3) Food and Beverage Services**

Provide a full and complete list of all equipment and services to be made available on the Leased Premises. Please include your proposed pricing model, as well as your proposed set up and fit-up and requirements.

#### **4) Sustainable Initiatives**

Please submit a complete list of all sustainable initiatives associated with the operation of the Leased Premises. Submissions may include: energy efficiency equipment, cleaning routines, etc.

## Appendix C

### NCC Documentation and Guidelines

Please familiarize yourself with the following NCC documents and processes, as applicable to your pursuits:

The National Capital Commission's [Plan for Canada's Capital](#)

The National Capital Commission's [Master Plans](#)

The National Capital Commission's [Proponent's Guide to the NCC's Federal Land Use, Design and Transaction Approval Process](#)

## Appendix D

### Evaluation of Offers

(Per Location Selected)

<b>Mandatory Requirements (PASS-FAIL)</b>	
Official Languages	0-1
Acknowledgement and Acceptance of the Rental Structure	0-1
<b>Part 1 – Operational Experience (Maximum of 15 points available to award; category weight 30%)</b>	
Industry Experience	5 Points
Operational Resources	5 Points
Business Plan	5 Points
<b>Part 2 – Qualifications and Experience (Maximum of 15 points available to award; category weight 30%)</b>	
Personnel Experience (may include resumes or letters of reference)	5 Points
Personnel Bilingualism	5 Points
Awards and Community Ratings	5 Points
<b>Part 3 – Offerings (Maximum of 10 points available to award; category weight 25%)</b>	
Proposed Offerings	5 Points
Realistic Offerings	5 Points
<b>Part 4 – Sustainable Initiatives (Maximum of 10 points available to award; category weight 15%)</b>	
Waste Reduction	5 Points
Sustainable Operations	5 Points

## Appendix E

### Evaluation Rubric

Please note the following: \* **Mandatory Requirements (must be met in order to score an offer on evaluation matrix):**

1. **Official Languages:** The submitted offer clearly demonstrates the ability to provide any public offerings or communications in both official languages.
2. **Acknowledgement and Acceptance of the Rental Structure:** The submitted offer acknowledges and accepts the proposed Rental Structure in **Appendix B**.

The NCC may request additional information from proponents if it is not clear the mandatory minimums are met.

#### Part 1 - Operational Experience (maximum: 15 points; category weight: 30%)

	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Industry Experience</b>	No demonstrated proof of operational experience within the realm of concession management or food service.	The proponent has operated a successful business within the same (or a related) field of concession management or food service for one (1) year.	The proponent has operated a successful business within the same (or a related) field of concession management or food service for two (2) years.	The proponent has operated a successful business within the same (or a related) field of concession management or food service for three (3) years.	The proponent has operated a successful business within the same or a related field of concession management or food service for four or more (4+) years.



	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Operational Resources</b>	<p>The proponent does not indicate any existing resources (staff, capital, equipment, established partnerships, etc.) for successful operation of the concession.</p>	<p>The proponent has limited access to existing resources for successful operation, indicating stable, dedicated access to only one (1) of the following:</p> <ul style="list-style-type: none"> <li>- Concession stand/trailer/cart/mobile, as applicable</li> <li>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use (supply chain management)</li> <li>- Local partnerships (confirmed by letter of support)</li> </ul>	<p>The proponent has some access to existing resources for successful operation, indicating stable, dedicated access to two (2) of the following:</p> <ul style="list-style-type: none"> <li>- Concession stand/trailer cart/mobile, as applicable*</li> <li>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use (supply chain management)</li> <li>- Local partnerships (confirmed by letter of support)</li> </ul> <p>*must include</p>	<p>The proponent has good access to existing resources for successful operation, indicating stable, dedicated access to three (3) of the following:</p> <ul style="list-style-type: none"> <li>- Concession stand/trailer cart/mobile, as applicable*</li> <li>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use (supply chain management)</li> <li>- Local partnerships (confirmed by letter of support)</li> </ul> <p>*must include</p>	<p>The proponent has substantial access to existing resources for successful operation, indicating stable, dedicated access to all four (4) of the following:</p> <ul style="list-style-type: none"> <li>- Concession stand/trailer cart/mobile, as applicable*</li> <li>- Experienced staff pool from a secondary or related enterprise*</li> <li>- Established inventory connections already in use (supply chain management)*</li> <li>- Local partnerships (confirmed by letter of support)*</li> </ul> <p>*must include</p>

	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Business Plan</b>	The proponent does not include a business plan in their submission.	The business plan proposed by the proponent includes little detail for successful operation of their proposed offering, indicating only one (1) of the following: <ul style="list-style-type: none"> <li>- Financial resources/plans</li> <li>- Market analysis (need for operation)</li> <li>- Proposed timeline for implementation (considering NCC approvals process)</li> <li>- Compliance with NCC mandates, master plans, etc.</li> </ul>	The business plan proposed by the proponent includes some detail for successful operation of their proposed offering, indicating two (2) of the following: <ul style="list-style-type: none"> <li>- Financial resources/plans</li> <li>- Market analysis (need for operation)</li> <li>- Proposed timeline for implementation (considering NCC approvals process)</li> <li>- Compliance with NCC mandates, master plans, etc.</li> </ul>	The business plan proposed by the proponent includes sufficient detail for successful operation of their proposed offering, indicating only three (3) of the following: <ul style="list-style-type: none"> <li>- Financial resources/plans</li> <li>- Market analysis (need for operation)</li> <li>- Proposed timeline for implementation (considering NCC approvals process)</li> <li>- Compliance with NCC mandates, master plans, etc.</li> </ul>	The business plan proposed by the proponent includes thorough detail for successful operation of their proposed offering, indicating all four (4) of the following: <ul style="list-style-type: none"> <li>- Financial resources/plans</li> <li>- Market analysis (need for operation)</li> <li>- Proposed timeline for implementation (considering NCC approvals process)</li> <li>- Compliance with NCC mandates, master plans, etc.</li> </ul>

**Part 2 - Personnel Qualification and Experience** (maximum: 15 points; category weight: 30%)

	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Personnel Experience</b>	The proponent's team consists of no staff with experience in relevant domains.	The proponent's team consists of 1%-25% of staff with experience in relevant domains, as demonstrated through history of successful operation, submission of resumes, or letters of reference, <b>OR</b> confirmation of access to an established staff pool from a secondary or related enterprise.	The proponent's team consists of 26%-60% of staff with experience in relevant domains, as demonstrated through history of successful operation, submission of resumes or letters of reference, <b>OR</b> confirmation of access to an established staff pool from a secondary or related enterprise.	The proponent's team consists of 61%-80% of staff with experience in relevant domains, as demonstrated through history of successful operation, submission of resumes or letters of reference, <b>OR</b> confirmation of access to an established staff pool from a secondary or related enterprise.	The proponent's team consists of 81%-100% of staff with experience in relevant domains, as demonstrated through history of successful operation, submission of resumes or letters of reference, <b>OR</b> confirmation of access to an established staff pool from a secondary or related enterprise.
<b>Personnel Bilingualism*</b>	The proponent's team consists of one (1) fully bilingual customer-facing staff member, fluent in both French and English.	The proponent's team consists of two (2) fully bilingual customer-facing staff members, fluent in both French and English; <b>OR</b> 15%-29% of staff are fluent in both French and English	The proponent's team consists of three (3) fully bilingual customer-facing staff members, fluent in both French and English; <b>OR</b> 30%-59% of staff are fluent in both French and English	The proponent's team consists of four (4) fully bilingual customer-facing staff members, fluent in both French and English; <b>OR</b> 60%-79% of staff are fluent in both French and English	The proponent's team consists of five or more (5+) fully bilingual customer-facing staff members, fluent in both French and English; <b>OR</b> 80%-100% of staff are fluent in both French and English

	<b>Unsatisfactory (1 Point)</b>	<b>Marginal (2 Points)</b>	<b>Satisfactory (3 Points)</b>	<b>Good (4 Points)</b>	<b>Exceptional (5 Points)</b>
<b>Awards and Community Ratings</b>	The proponent does not provide proof of any received awards, public recognition, community ratings, etc.	<p>The proponent provides proof of one (1) award/community rating/instance of public recognition, etc.</p> <p>Proof may consist of award certificate, credible news articles, a reputable letter of reference, or another form of industry-recognized accreditation.</p>	<p>The proponent provides proof of two (2) awards/community ratings/instances of recognition, etc.</p> <p>Proof may consist of award certificate, credible news articles, a reputable letter of reference, or another form of industry-recognized accreditation.</p>	<p>The proponent provides proof of three (3) awards/community ratings/instances of public recognition, etc.</p> <p>Proof may consist of award certificate, credible news articles, a reputable letter of reference, or another form of industry-recognized accreditation.</p>	<p>The proponent provides proof of four or more (4+) awards/community ratings/instances of public recognition, etc.</p> <p>Proof may consist of award certificate, credible news articles, a reputable letter of reference, or another form of industry-recognized accreditation.</p>

**Part 3 - Offerings** (maximum: 10 points; category weight: 25%)

	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Proposed Offerings</b>	The proponent does not submit a list of goods/services being offered.	The proponent submits a partial list or vague reference to the goods/services being offered.	The proponent submits a complete list of goods/services being offered.	The proponent submits a complete list of goods/services being offered, including:  - a pricing model; <b>OR</b> - demonstrating the presence of local influences in their offerings (e.g. local sourcing or partnerships, etc.).	The proponent submits a complete list of goods/services being offered, including:  - a pricing model; <b>AND</b> - demonstrating the presence of local influences in their offerings (e.g. local sourcing or partnerships, etc.).
<b>Realistic Offerings</b>	The Leased Premises cannot feasibly accommodate the proponent's proposed offerings due to site restrictions.	With a few modifications, the proponent's offerings will be feasible for the constraints of the Leased Premises.	As is, the proponent's offerings feasibly conform to the constraints of the Leased Premises.	As is, the proponent's offerings conform to the constraints of the Leased Premises, <b>AND:</b>  - presents unique offerings that will add interest to Kiweki Point Park/ Vincent Massey Park; <b>OR</b> highlight local influences.	As is, the proponent's offerings conform to the constraints of the Leased Premises, <b>AND:</b>  - presents unique offerings that will add interest to Kiweki Point Park/ Vincent Massey Park; <b>AND</b> highlight local influences.

**Part 4 - Sustainable Initiatives** (maximum: 10 points; category weight: 15%)

	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Waste Reduction</b>	The proposal does not indicate any plans for waste material reduction (e.g. food containers, utensils, straws, equipment made of recycled material, etc.).	There is a significant presence of single use items and there is a limited presence of compostable containers, utensils, straws, etc., indicated for use;  <b>OR</b> the offer incompletely explains the implementation of a waste reduction plan (e.g. equipment made of recycled material, etc.), providing a plan with one (1) example.	There is a moderate presence of single use items, and some compostable containers, utensils, straws, etc., are indicated for use;  <b>OR</b> the offer somewhat explains the implementation of a waste reduction plan (e.g. equipment made of recycled material, etc.), providing a plan with two (2) examples.	There is limited presence of single use items, and mostly compostable containers, utensils, straws, etc., are indicated for use;  <b>OR</b> the offer sufficiently explains the implementation of a waste reduction plan (e.g. equipment made of recycled material, etc.), providing a plan with three (3) examples.	There is no presence of single use items, and only compostable containers, utensils, straws, etc., are indicated for use;  <b>OR</b> the offer clearly explains the implementation of a waste reduction plan (e.g. equipment made of recycled material, etc.), providing a thorough plan with four or more (4+) examples.
<b>Sustainable Operations</b>	The proponent does not indicate any plans to implement sustainable initiatives in their operation (e.g. “green” cleaning	The proponent indicates one (1) sustainable initiative that will be implemented in their operation (e.g. “green” cleaning	The proponent indicates two (2) sustainable initiatives that will be implemented in their operation (e.g. “green” cleaning	The proponent indicates three (3) sustainable initiatives that will be implemented in their operation (e.g. “green” cleaning	The proponent indicates four or more (4+) sustainable initiatives that will be implemented in their operation (e.g. “green” cleaning materials,



	<b>Unsatisfactory</b> (1 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
	materials, policies, technologies, etc.).	materials, policies, technologies, etc.); <b>OR</b> the offer incompletely explains the implementation of sustainable initiatives.	materials, policies, technologies, etc.) <b>AND</b> the offer adequately explains the implementation of sustainable initiatives.	materials, policies, technologies, etc.) <b>AND</b> the offer clearly explains the implementation of sustainable initiatives.	policies, technologies, etc.) <b>AND</b> the offer clearly explains the implementation of sustainable initiatives.