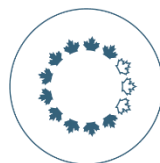


National Capital Commission

# Request for Proposal (RFP)

**For a Food and Beverage Concession at the Mackenzie King Estate**



NCC  
CCN

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## 1.0 Introduction

The National Capital Commission (NCC) is soliciting proposals for a proponent, through a public, single-stage request for proposals (“RFP”) to operate a commercial food and beverage offering that is complementary to the existing and ongoing recreation programming offered by the NCC at the historic place known as “Mackenzie King Estate,” located at 75 Barnes Road, Gatineau, Quebec, (the “Property”).

Gatineau Park is the largest natural area in Canada’s Capital Region. It is the national capital’s conservation park. It contributes to the region’s natural and cultural heritage, and its conservation is at the heart of the NCC’s mandate. The Park offers nature experiences, trails and pathways for hiking, cross country and alpine skiing, snowboarding, snowshoeing, cycling, swimming, a variety of non-motorized water sports, aerial and geological experiences, sightseeing, seasonal programming, and so much more.

The NCC is open to proposals from various sectors of activity and is seeking a vibrant, community-driven and tourism-friendly project proposal that will offer public access to the building, while providing a unique experience in the National Capital Region.

## 2.0 Purpose of Request

The NCC is seeking proposals from qualified individuals or legal entities to present viable food and beverage offerings for the Property that will offer a unique experience in the National Capital Region and Gatineau Park. With the adaptation of the Estate’s existing café, the NCC is looking for an operator who can present a market and community-driven and tourism friendly menu for grab-and-go, indoor and outdoor dining.

The proposal must be compatible with NCC plans for the National Capital Region and the Gatineau Park, while preserving and showcasing its building’s heritage character and providing public access.

## 3.0 Background Information

### 3.1 The Property

Mackenzie King Estate, located in the heart of Gatineau Park, is a site that is rich in history. This 231-hectare country estate belonged to Canada’s tenth and longest-serving prime minister, William Lyon Mackenzie King. After spending almost 50 years (1903–1950) beautifying and expanding his property, King bequeathed his beloved estate to all Canadians through federal stewardship.

Visitors can enjoy stunning gardens, historical ruins, picturesque cottages and several hiking trails. The historical significance and natural beauty of the Estate and its surrounding landscape brings in an average of 50,000 visitors from May to October and has the added feature of being accessible year-round.

This striking heritage Property features:

- an existing restaurant with dedicated kitchen space, point of sale counter, and indoor and outdoor seating options;
- stunning landscaping and historical ruins throughout the grounds;
- excellent tourist traffic;

- seasonal accessibility via NCC shuttle (connecting visitors from downtown Ottawa to Gatineau Park); and
- connections through trails and multi-use pathways.

**Points of interest**

- *Trails*

Parking lot P6 is the starting point for hiking trails and mountain biking trails from spring to fall. In winter, it is the starting point for winter hiking, cross-county skiing and snowshoeing. The Waterfall and Lauriault trails are a popular hiking loop. Leashed dogs are allowed year-round.

- *Ruins and gardens*

King’s estate bears an enduring mark of his complex personality and romantic nature. The gardens, the collection of ruins and other features that he created stand today as reflections of King’s ambitions and passions.

- *Cottages*

The Kingswood and Moorside cottages, faithfully restored and rich in artifacts, are now museums containing interactive exhibits. There are also interpretation panels inside the cottages and around the Property. The Moorside cottage could serve as a restaurant, with tables, chairs and a wheelchair-accessible washroom.

The estimated size of the building and rentable space for food and beverage offerings is summarized as follows:

<b>Building Floor Areas (ft<sup>2</sup>)</b>	
Dining Room	1,259.38 (rentable space)
Kitchen	529.5 (rentable space)
Terrace	281.05 (outdoor)
Snack Bar	139.03

**3.2 NCC Plans, Strategies and Regulatory Approvals**

The proposals are to conform to the principles of the NCC’s plans, such as: The Plan for Canada’s Capital 2017–2067, Gatineau Park Master Plan, Gatineau Park Cultural Heritage Plan, Sustainable Development Strategy (2018), Standards and Guidelines for the Conservation of Historic Places in Canada (see Appendix C).

In the event that the selected proposal involves a modification to the building or site, the latter will be subject to federal land use and design approvals (FLUDA) and an environmental impact evaluation via an environmental impact assessment based on applicable requirements from the *Impact Assessment Act* (IAA), as well as the municipal planning, development and building permit process.

## 4.0 General Terms

### 4.1 Terms and Conditions of the Proponent's Proposal

The information required of each Proponent is described below in Section 5.0, together with the criteria by which proposals will be evaluated. The proposal must be complete and compliant to the requirements.

The general criteria for the RFP are that all Proponents must demonstrate the capability to operate the food and beverage concession. The NCC makes no warranties, expressed or implied, for the condition and capacity of the Property to meet the successful Proponent's requirements.

### 4.2 Lease Agreement

The lease agreement shall be between the NCC and the successful Proponent. The lease shall be drafted by the NCC based on the NCC's standard lease form. The successful Proponent shall be responsible for delivering on their business plan.

If the successful Proponent or the proposed tenant under the lease is an entity with limited or no assets, including but not limited to a shell company or a subsidiary of a parent corporation, the NCC will require that an individual or an entity(ies) with sufficient and acceptable assets indemnify the performance of the tenant under the lease.

The NCC, in its sole opinion, reserves the right to select a Proponent offering the most advantageous use of the designated area (leased premises) and financial, environmental, and social benefits to the NCC.

### 4.3 Proposed Term

The NCC will consider a lease term of five (5) years. Any longer-term lease will be subject to approval by the NCC Board of Directors and the Governor in Council of the Treasury Board Secretariat. All renewal terms shall be at the NCC's discretion and are subject to all required approvals, whether it be internal or external.

It is the intent of the NCC to find successful Proponents to enter into a lease agreement as early as possible in 2024.

### 4.4 Proposed Rent

Proponents may submit rent proposals premised on base rent only or a combination of both base rent and percentage of gross sales.

In addition, Proponents may be eligible for tenant inducement funding up to 50% of any capital improvements proposed to the designated area. Proponents will be expected to pay back any inducements throughout the term of the lease amortized at a market interest rate.

### 4.5 Use of Leased Premises

Uses that are in compliance with and fall within the NCC's plans and vision. The successful Proponent will be responsible for obtaining the necessary approvals from the municipality. The NCC will consider proposals with the following commercial uses that are permitted as additional uses to the existing/main recreational uses that are managed by the NCC:

#### **Additional Uses**

- Restaurant

- Food and beverage offering
- Cafeteria or other catering services
- Dairy bar

### **Dependent Uses**

- Establishment where alcohol is served. – Without show presentation and without a dance room. Maximum 50 m<sup>2</sup>, subject to municipal approvals.

### **4.6 Official Languages**

The successful Proponent 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 and must comply with the Quebec provincial law on the French language.

## **5.0 Proposal Submission Requirements and Selection Process**

### **5.1 Summary of Requirements**

#### **Part One – Mandatory Requirements:**

1. Proponent Information
2. Financial Capabilities

#### **Part Two – Rated Requirements:**

1. Capital Fit-up Requirements
2. Alignment with NCC Plans
3. Financial Proposal

### **5.2 Evaluation Criteria**

The NCC, in accordance with the criteria below, will evaluate proposals based on their demonstrated responsive level of meeting the requirements. It is the Proponent’s responsibility to ensure that the NCC receives a complete proposal and that it is legible, clear, concise, complete and understandable. Each proposal will be evaluated solely on its content.

The NCC will review all proposals meeting mandatory requirements (part one) and will then proceed to evaluating the rated requirements (part two).

A submission not meeting the mandatory requirements may be treated as non-responsive and may, at the sole discretion of the NCC, not be considered further.

A submission not meeting the rated requirements may be treated as non-responsive and may, at the sole discretion of the NCC, not be considered further.

### **5.3 Selection Procedures**

The basis of selection and the proposal evaluation rubric are outlined below. The proposal receiving the highest score will be the successful proposal. In the event of a tie, the proposal with the highest score for items 1A, 1E and 2 will considered as the successful proponent.

The NCC will ensure that the internal selection committee is diverse, equitable and inclusive.

It shall be understood by all proponents that the NCC’s review of the Proponent’s proposal is not for any regulatory purpose but rather in the interest of selecting a successful Proponent to enter into a lease



agreement to manage and operate the food and beverage concession. The NCC, in reviewing the Proponent’s proposals, does not make any representations, nor is it undertaking any responsibility as an approving body; the Proponent is entirely responsible for compliance with all standards, laws and regulations applicable to its proposal. In making a submission, the Proponent covenants to hold the NCC harmless from all claims, demands, expenses and costs made or advanced against the NCC or anyone for whom the NCC is responsible, in law, as result of the NCC having reviewed, accepted or rejected the Proponent’s proposal.

#### 5.4 Part One: Mandatory Requirements

The NCC will review all proposals and the evaluation of the Proponents will be conducted on the basis of meeting or exceeding the mandatory requirements based on the Proponent’s submission.

All proponents are advised that any proposal that does not comply with all the mandatory requirements in part one of the evaluation in the sole opinion of the NCC may be disqualified.

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

<b>PART ONE – MANDATORY REQUIREMENTS</b>		
	<b>Minimum Pass Score</b>	<b>Rating Guide</b>
<b>1. Proponent Information</b>	17/25	Per table below
<b>2. Financial Capabilities</b>	20/30	Per table below

5.4.1 The Proponent must provide the following information:

##### 1. Proponent Information

- A. Identification of Authorized Representative: Provide the name, address, telephone number and email address for the representative authorized to act on behalf of the Proponent and who is available to respond to questions or requests for additional information. Identify the individual who will be or whose organization provides the overall management of the site during its fit-up work and once it is operational.
- B. Identification of the Individual or Legal Entity(ies): Identify the individual or the legal entity(ies) that would enter into a lease agreement and include a detailed description of the legal form of ownership, including a description of the control, structure, the names of the major shareholders (>10%) and the names of all parties who are proposed to have an ownership interest of interest to be held. Describe the Proponent’s principal activities and other activities that it is involved in.
- C. Identification of Ownership Structure: Identify the Proponent’s ownership, including a description of the legal form of ownership, development and operating activities of the Proponent and, if different, a description of the relationship between the Proponent and the entity acting as lessee. Provide a complete, detailed narrative clearly identifying each principal, partner and/or joint venture proposing to participate in the project including their roles, résumés, and experience on similar projects to that being proposed by the Proponent.

- D. Identification of Key Business Team: Identify the composition of the key business team members, complete with their résumés and a description of their role with respect to the Proponent’s proposal if different from (B) above.
- E. Declaration of Conflict of Interest Submission: The Proponent is to identify any conflict of interest (whether personal, family or business related) for which there may be a conflict of interest or an appearance of conflict of interest between the Proponent and the NCC. The Proponent shall complete and submit the form attached as Appendix B.

**2. Financial Capabilities**

- A. Year-end audited financial statements and supporting schedules for the last three (3) years and, for those who do not have a December 31 year-end, a current internal financial statement for the period from year-end to mid-year of the current year.
- B. For those who do not have financial statements or a three-year proven finance performance (e.g. new organization, individual Proponent), a letter of credit confirming the Proponent’s ability to meet six (6) months of base rent must be submitted, as well as the confirmation of an indemnifier (name, coordinates, relation to the Proponent, nature of their financial guarantee, etc.). If the Proponent and/or the indemnifier is a private company or includes private companies that do not have audited financial statements, these companies will be required to permit the review of the financial information of their company and their year-end financial statements and supporting schedules by designated NCC staff or financial consultants on behalf of the NCC. Should an indemnifier be required by the NCC, a description of the assets of the indemnifier in the form of its year-end audited financial statements and supporting schedules for the last three (3) years and, for those who do not have a December 31 year-end, a current internal financial statement for the period from year end to June 30 of the current year.
- C. Credit Information Form Submission: The Proponent is to fill out the credit information form. See Appendix B.
- D. Submission of a Business Plan: The Proponent shall provide a detailed business plan with full proforma for a minimum of three (3) years of forecasted income, expenses, net income, debt service requirements and related information.

<b>Part One – 1. Proponent Information Evaluation</b>					
<b>Item</b>	<b>Mandatory Criteria</b>	<b>Mandatory Requirement</b>	<b>Rating Guide</b>		
A	Identification of Authorized Representative	Provide the name, address, telephone number and email address for the representative authorized to act on behalf of the	Does not meet or demonstrate to a level that is sufficient and complete enough to	Meets the minimum requirements to sufficiently know who the authorized	Exceeds the minimum requirements.  <b>(5 points)</b>



**Part One – 1. Proponent Information Evaluation**

Item	Mandatory Criteria	Mandatory Requirement	Rating Guide		
		<p>proponent and who is available to respond to questions or requests for additional information. Identify the individual who will be or whose organization provides the overall management of the site during its fit-up work and once it is operational.</p>	<p>know who the authorized parties are.  <b>(0 points)</b></p>	<p>representative(s) is (are).  <b>(3 points)</b></p>	
B	<p>Identification of the Individual or Legal Entity(ies)</p>	<p>Provide the individual or the legal entity(ies) that would enter into a lease agreement and include a detailed description of the legal form of ownership, including a description of the control, structure, the names of the major shareholders (&gt;10%) and the names of all parties who are proposed to have an ownership interest of interest to be held. Provide a description of the proponent’s principal activities and other activities that it is involved in.</p>	<p>Does not meet or demonstrate to a level that is sufficient and complete enough identify the individual or legal entity(ies).  <b>(0 points)</b></p>	<p>Meets the minimum requirements to sufficiently identify the individual or legal entity(ies).  <b>(3 points)</b></p>	<p>Exceeds the minimum requirements.  <b>(5 points)</b></p>

**Part One – 1. Proponent Information Evaluation**

Item	Mandatory Criteria	Mandatory Requirement	Rating Guide		
C	Identification of Ownership Structure	Provide the description of the Proponent’s ownership including a description of the legal form of ownership, development, and operating activities of the proponent and, if different, a description of the relationship between the proponent and the entity acting as lessee. Provide a complete, detailed narrative, clearly identifying each principal, partner and/or joint venture proposing to participate in the project, including their roles, résumés, and experience on similar projects to that being proposed by the proponent.	Does not meet or demonstrate to a level that is sufficient and complete enough to identify the ownership structure.  <b>(0 points)</b>	Meets the minimum requirements to sufficiently identify the ownership structure.  <b>(3 points)</b>	Exceeds the minimum requirements.  <b>(5 points)</b>
D	Identification of Key Business Team	Provide the composition of the key business team members with their résumés and a description of their role with respect to the proponent’s proposal if different from (B) above.	Does not meet or demonstrate to a level that is sufficient and complete enough to identify the key business members.	Meets the minimum requirements to sufficiently identify the key business members.  <b>(3 points)</b>	Exceeds the minimum requirements.  <b>(5 points)</b>

**Part One – 1. Proponent Information Evaluation**

<b>Item</b>	<b>Mandatory Criteria</b>	<b>Mandatory Requirement</b>	<b>Rating Guide</b>		
			<b>(0 point)</b>		
E	Declaration of Conflict of Interest	The Proponent is to identify any conflict of interest (whether personal, family or business related) for which there may be a conflict of interest or an appearance of conflict of interest between the proponent and the NCC.	Has not submitted a declaration.  <b>(0 points)</b>	Declaration is incomplete.  <b>(0 points)</b>	A Declaration has been submitted.  <b>(5 points)</b>

**Part One – 2. Financial Capabilities Evaluation**

<b>Item</b>	<b>Mandatory Criteria</b>	<b>Mandatory Requirement</b>	<b>Rating Guide</b>		
A	Financial Statement	Provide year-end audited financial statements and supporting schedules for the last three (3) years or a current internal financial statement for the period from year-end to mid-year of the current year.	Does not meet or demonstrate to a level that is sufficient and complete enough to evaluate the financial capabilities.  <b>(0 points)</b>	Meets the minimum requirements to sufficiently evaluate the financial capabilities.  <b>(10 points)</b>	Exceeds the minimum requirements.  <b>(20 points)</b>
B	Letter of Credit/Indemnity	For those who do not have financial statements or a three-year proven finance performance, providing a letter of credit confirming the Proponent’s ability to meet six (6)	Does not meet or demonstrate to a level that is sufficient and complete enough to evaluate the	Meets the minimum requirements to sufficiently evaluate the financial capabilities.	Exceeds the minimum requirements.  <b>(20 points)</b>

**Part One – 2. Financial Capabilities Evaluation**

Item	Mandatory Criteria	Mandatory Requirement	Rating Guide		
		<p>months of base rent must be submitted as well as the confirmation of an indemnifier (name, coordinates, relation to the Proponent, nature of their financial guarantee, etc.). If the proponent and/or the indemnifier is a private company or includes private companies that do not have audited financial statements, these companies allow the review of the financial information of their company and their year-end financial statements and supporting schedules by designated NCC staff or financial consultants on behalf of the NCC. Should an indemnifier be required by the NCC, provide a description of the assets of the indemnifier in the form of its year-end audited financial statements and supporting schedules for the last three (3) years and, for those who do not have a December 31 year end, a current internal financial statement for the</p>	<p>financial capabilities.</p>	<p><b>(10 points)</b></p>	
			<p><b>(0 points)</b></p>		

**Part One – 2. Financial Capabilities Evaluation**

Item	Mandatory Criteria	Mandatory Requirement	Rating Guide		
		period from year-end to June 30 of the current year.			
C	Credit Information Form Submission	Submit a completed credit information form.	Has not submitted a form.  <b>(0 points)</b>	Form is incomplete.  <b>(0 points)</b>	A complete form has been submitted.  <b>(5 points)</b>
D	Submission of a Business Plan	Provide a detailed business plan with full pro-forma for a minimum three (3) years of forecasted income, expenses, net income, debt service requirements and related information.	Does not meet or demonstrate to a level that is sufficient and complete enough to evaluate the business plan.  <b>(0 points)</b>	Meets the minimum requirements to sufficiently assess the business plan.  <b>(3 points)</b>	Exceeds the minimum requirements.  <b>(5 points)</b>

**5.5 Part Two: Rated Requirements**

For this section, the NCC will only consider proposals that have met or exceeded the mandatory requirements.

The NCC may request additional information from proponents if it is not clear that the rated requirements are met.

<b>PART TWO – RATED REQUIREMENTS</b>		
	<b>Minimum Pass Score</b>	<b>Evaluation Methodology</b>
<b>1. Capital Fit-up Requirements</b>	10/15	Per table below
<b>2. Alignment with NCC Plans</b>	10/15	Per table below
<b>3. Financial Proposal</b>	10/15	Per table below

5.5.1 The Proponent’s submission must provide this information:

1. Capital Fit-up Requirements: Submission of a detailed fit-up plan, cost estimate, implementation schedule, project plan and delivery, anticipated approvals required; state if the Proponent would be seeking tenant inducement funding from the NCC or not, if applicable.
2. Alignment with NCC Plans: Proposal in compliance with NCC Plans. – Section 3.2, and minimum requirements as it relates to The Plan for Canada’s Capital 2017–2067, Gatineau Park Master Plan, Gatineau Park Cultural and Heritage Plan, Standards and Guidelines for the Conservation of Historic Places in Canada and the Sustainable Development Strategy.
3. Financial Proposal: Proposal including tenant improvement (TI), lease terms, proposed lease rates (base, base and percentage of gross sales).



**Part Two - Evaluation**

Item	Mandatory Criteria	Mandatory Requirement	Rating Guide		
1	<b>Capital Fit-up Requirements</b>	Provide a detailed fit-up plan, cost estimate, implementation schedule, project plan and delivery, anticipated approvals required; state if the Proponent would be seeking tenant inducement funding from the NCC or not, if applicable.	Does not meet or demonstrate to a level that is sufficient and complete enough to evaluate the fit-up plan.  <b>(0 points)</b>	Meets the minimum requirements to sufficiently evaluate the fit-up plan.  <b>(10 points)</b>	Exceeds the minimum requirements.  <b>(15 points)</b>

2	<b>Alignment with NCC Plans</b>	Demonstrate compliance with NCC Plans. – Section 3.2, and minimum requirements as it relates to The Plan for Canada’s Capital 2017–2067, Gatineau Park Master Plan, Gatineau Park Cultural and Heritage Plan, Standards and Guidelines for the Conservation of Historic Places in Canada, and NCC Sustainable Development Strategy.	Does not meet or demonstrate to a level that is sufficient and complete enough to evaluate compliance with NCC plans.  <b>(0 points)</b>	Meets the minimum requirements to sufficiently evaluate compliance with NCC plans.  <b>(10 points)</b>	Exceeds the minimum requirements.  <b>(15 points)</b>
3	<b>Financial Proposal</b>	Proposal including TI, lease terms, proposed lease rates (base, base and %).	A financial proposal has not been submitted.  <b>(0 point)</b>	A financial proposal has been submitted but is incomplete.  <b>(10 points)</b>	A financial proposal has been submitted and exceeds the minimum requirements.  <b>(15 points)</b>

**6.0 RFP Schedule**

RFP Issued	January 16, 2024
Questions Deadline	January 30, 2024
Submission Deadline	February 13, 2024
Submission Evaluation	February 29, 2024

Proponent Conditionally Selected*	March 7, 2024
Lease Executed*	April 30, 2024

\*Subject to the NCC receiving the necessary internal and other governmental approvals.

## 7.0 RFP Process

### 7.1 Questions

Proponents must make every reasonable effort to obtain any clarification they may require allowing themselves to prepare and submit a viable proposal. Any requests<sup>1</sup> for additional information or clarification concerning this RFP must be addressed to: [bids@ieproperties.com](mailto:bids@ieproperties.com)

Site visits must be arranged by contacting: [bids@ieproperties.com](mailto:bids@ieproperties.com)

### 7.2 Addenda

The NCC may, in its absolute discretion, amend or clarify the terms or contents of this RFP at any time before the RFP submission deadline by issuing a written addendum. Only the NCC is authorized to amend or clarify this RFP by issuing an addendum. No other means of communication are authorized to amend or clarify this RFP.

### 7.3 Submission Procedure

Proponents are to submit proposals by email to [bids@ieproperties.com](mailto:bids@ieproperties.com) as per specified below:

Format of proposal

1. The use of the following format when preparing the technical proposal is required:
  - a. Paper size should be 216 mm x 279 mm (8.5 in. x 11 in.);
  - b. Minimum font size should be 11 points or greater;
  - c. Minimum left, right, top, and bottom margins should be 12 mm;
  - d. 279 mm x 432 mm (11 in. x 17 in.) format sheets for spreadsheets, organization charts, etc., will be counted as two pages; and
  - e. The order of the proposal should follow the order established in Section 5.1.
2. The NCC may, but will not have the obligation, to contact client reference representatives to validate the information provided in this proposal. In the event of any discrepancy between the information provided by the proponent and the information provided by the client reference(s), the NCC will give the consultant the opportunity to clarify any such discrepancy(ies).

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<sup>1</sup> To ensure that all proponents receive equal information, the request and response to requests for information and clarifications will be circulated to all proponents who have received an RFP document. The identity of the group or individual asking for information or clarification will not be revealed. The deadline for request for clarifications and the NCC's response is seven (7) working days prior to the submission date.

Proposals shall be clearly marked as:

**Response to the RFP for the operating of the food and beverage concession of The Mackenzie King Estate**

and shall be addressed to:

Deanne Skukowski  
Leasing Officer, Real Estate Management  
National Capital Commission  
40 Elgin Street, Suite 200, Ottawa, Ontario, K1P 5K7

Submissions shall be no more than 50 pages in length. Within those 50 pages, the proponent shall ensure that both the mandatory requirements and rated requirements are adequately addressed. If the word “must” is used in any part of this document, it must be considered as forming part of the Mandatory Requirements. In addition, proponents may attach one (1) additional piece of corporate literature.

It is the sole responsibility of the proponent to:

- Submit a digitally signed original of the submission;
- Ensure that the submission meets all mandatory and rated requirements as described in Section 5.0;
- Provide a comprehensive and sufficiently detailed submission, including all requested details that will permit a complete evaluation; and
- Deliver the submission in the appropriate manner to the NCC.

Submissions received on or before the stipulated closing date and time will become the property of the NCC and will not be returned. All submissions will be treated as confidential until opened.

Proposals delivered after the date and time specified for closing will not be considered for any reason and will be returned unopened to the Proponent.

The proponent’s proposal shall consist of a single PDF document with the sections listed below clearly labeled. The sections constitute the factors that will be evaluated and are listed in no order of evaluation importance.

<b>Part</b>	<b>DESCRIPTION</b>
1	Mandatory Requirements 1, 2. (Section 5.4)
2	Rated Requirements 1, 2, 3. (Section 5.5)

Proposals must contain, without limitation, the format and the content described in this RFP.

## 8.0 General Conditions

### INTERPRETATION

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 contract agreement, unless the context otherwise requires.

### STATEMENT OF LIMITING CONDITIONS

The applicable legislation, policies and business practices of the NCC form the basis of the requirements for the transaction contemplated in this RFP. These requirements are articulated below and Proponents will be required to observe them.

- a) The NCC will not consider “in trust” proposals.
- b) The NCC will not consider proposals that require the NCC to act as mortgagee.
- c) The NCC will not consider proposals that require any form of joint venture or partnership between the successful Proponent and the NCC.
- d) The NCC will not consider a proposal based on any financial contribution by the NCC.
- e) The NCC will not consider conditional proposals.
- f) The NCC will not be required to select any Proponent. The conditional selection of the Proponent is subject to the NCC obtaining the necessary governmental approvals.
- g) The designated area/leased area will be leased on an “as-is, where-is” basis. Proponents shall satisfy themselves with respect to such matters as government laws and regulations; environmental conditions; the existence, adequacy and capacity of services on and adjacent to the Property; fees; levies; and applicable realty taxes. The tenant under the lease shall not disrupt the function of adjacent facilities or services in any way. Easements permitting the NCC, the City of Gatineau and Hydro Québec to access the Property for the purposes of maintenance, repair and replacement of its properties adjacent to the Property shall be created at no cost to the NCC.
- h) Any investigations that may be required for the Proponent to provide a proposal that is completely satisfactory to the NCC shall be the sole responsibility and cost of the Proponent.
- i) The Proponent shall be entirely responsible for conducting its own due diligence with respect to all aspects of the designated/leased area and the implications with respect to the cost, operation and management of its proposed operations.
- j) The NCC, in its sole discretion, reserves the right to reject any proposal it deems incomplete or unresponsive to the proposal requirements. The NCC also reserves the right to reject all proposals and re-advertise at a later date at its sole discretion and to choose the Proponent, which, in its sole judgment, is deemed to best meet the criteria of the RFP.

- k) Once a Proponent is conditionally selected, it may not change the composition of the key members of its team at any time nor may a Proponent assign its interest to another party without the prior written approval of the NCC.
- l) If at any time after the NCC indicates a successful Proponent, but prior to executing the lease, the successful Proponent decides not to proceed, the Proponent must notify the NCC in writing and give the reasons for its decision. A Proponent who elects to withdraw may be subject to the loss of part or all of its submission security and may, in addition, be responsible for costs incurred by the NCC by virtue of its withdrawal.
- m) The NCC reserves the right to terminate the RFP process at any time on written notice to each Proponent.
- n) For a submission to be complete, the Proponent must submit the requested information in the requested formats. Proponents are to ensure their proposal is complete in every respect and that all the requested information is included.
- o) This project is expected to “stand alone”; the Proponent is prohibited from cross collateralizing and cross-defaulting the operation with any other ventures.
- p) If and when discrepancies arise between documents or processes, this RFP and any amendments thereto shall take precedence (except in cases where applicable law or the NCC’s policies, practices and procedures provide otherwise) until all parties execute the lease.
- q) The NCC makes no representations or warranties concerning the completeness or accuracy of the information contained or referred to in this RFP. The Proponent shall be entirely responsible for satisfying itself as to the completeness or accuracy of all information.
- r) By participating in the RFP process, the Proponent and its individual and corporate team members, agree to hold the NCC, its officers, employees, board members, agents, representatives and consultants harmless from all claims, liabilities and costs related to all aspects of this RFP.
- s) This RFP may be amended. If this RFP is amended, then all terms and conditions, which are not modified, remain unchanged in the NCC’s sole discretion. Proponents shall acknowledge receipt of any amendments to the RFP by submitting Appendix B with their proposal.

## **SUBMISSION ASSUMPTIONS**

In submitting a response to this RFP, the Proponent acknowledges and agrees that:

- i. It has read and understood the requirements of this RFP.
- ii. It waives any claims as a result of not having visited the Property or making its best efforts to obtain information about it.
- iii. If selected as the successful Proponent as a result of this RFP, it shall enter into the Lease provided as part of these documents and, having entered into the Lease, it will promptly and completely meet its obligations as tenant under the Lease.



## **CONFIDENTIALITY**

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 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.

## **DISCLOSURE OF INFORMATION**

Proponents must not disclose any information regarding their proposal, the selection process and other matters arising from the RFP, in whole or in part, to anyone not specifically involved in their proposal without the prior written approval of the NCC.

Proponents shall not issue a news release or engage in any public announcement or discussion with any media pertaining to details of their proposal, or the selection process, without the prior written approval of the NCC.

Failure to comply with the provisions of this section may result in the disqualification of the Proponent, at the sole discretion of the NCC.

## **EXAMINATION OF DOCUMENTS**

By submitting an offer, the Proponent agrees they have ascertained the extent of its obligations under this offer and any resulting agreement, by calculation and by examination, of the documents concerning this proposal. 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.

## **ACCESS TO INFORMATION ACT**

Proposals will be held in strict confidence. Notwithstanding, Proponents are advised that, as a Crown corporation, the NCC is subject to the provisions of the *Access to Information Act*. Information submitted by third parties may only be released with the agreement of the third party if properly requested, and not exempt from disclosure, under the Act. All proposals will be subject to the *Access to Information Act*.

## **NEED FOR DUE DILIGENCE**

Proponents are advised that information provided by the NCC does not constitute an offer of any kind or nature whatsoever nor a position nor any guarantee by the NCC to any or to all Proponents, and Proponents shall conduct their own due diligence inquiries and investigations with respect to all aspects of their proposal.

## **GOVERNMENT AUTHORITY**

It shall be clearly understood that, even after selecting the successful Proponent from the RFP process, and subject to the terms of the lease, the NCC may require a Treasury Board recommendation and a Governor in Council approval prior to having any authority to enter into the Lease contemplated in this RFP. Accordingly, any selection by the NCC of a successful Proponent shall not be deemed to bind the NCC to any agreement. No officer or agent of the NCC is being held out as having actual or ostensible authority to bind the NCC to any agreements.

## **LIMITATIONS OF LIABILITY**

In submitting a response to this RFP, the Proponent acknowledges and agrees that:

- i. The Proponent shall not hold the NCC or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives liable for any error or omission in any part of this RFP. While the NCC has used considerable efforts to ensure that all information contained in this RFP is accurate, the NCC does not represent or warrant that the information contained in this RFP or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP.
- ii. Each Proponent is responsible, at its own cost, for conducting its own independent research, due diligence and any other work or investigations or for seeking any other independent advice necessary for the preparation of the offer and, if selected, for entering into the Lease.
- iii. The NCC and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives shall not be liable to the Proponent or any of its officers, employees, assigns, design team members, independent contractors, subcontractors, agents or representatives for any losses (including damage for loss of anticipated profit), expenses, costs, claims, damages, including incidental, indirect, special or consequential damages, or liabilities arising out of or by reason of or attributable to this RFP or arising out of, submitting a proposal, requesting clarification, the communication of any information contained in a proposal to any party, including the public, or due to the NCC's acceptance or non-acceptance of one or more of the proposals received, or as a result of the termination of this RFP.
- iv. If the NCC or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made party to any litigation arising out of or by reason attributable to

this RFP, the NCC may, at its option, and at the expense of the Proponent, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proponent is required to indemnify the NCC and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, the NCC may require the Proponent to assume or maintain carriage of a responsibility for all or any part of such litigation or discussion, at the Proponent's expense.

- v. The provisions in i), ii), iii) and iv) of this section shall survive the termination of this RFP process or the execution of the Lease.

Appendix A: Subject Property and Designated Premises for the Food and Beverage Concession



**AERIAL VIEW AND LOCATION OF THE BUILDING HOSTING THE CONCESSION**









## Appendix B: Mandatory Forms and Statements

### CONFLICT OF INTEREST STATEMENT

No entity affiliated to the National Capital Commission or not at arm's length from the National Capital Commission shall be eligible to reply to this RFP for the operating of the food and beverage concession at the Mackenzie King Estate. Proponents submitting a proposal in response to this RFP must ensure that they, and all team members and their consultants, in no way, directly or indirectly, have a conflict of interest either real or perceived in relation to any aspect of this RFP for operating the food and beverage concession of the Mackenzie King Estate. By submitting a proposal and signing and submitting this Appendix B, the Proponent represents that no conflict of interest exists, either real or perceived.

Should the National Capital Commission determine, in its sole discretion, that a conflict of interest, either real or perceived, exists, Proponents shall be notified and their proposal shall receive no further consideration, and the Proponent acknowledges and agrees that the NCC shall not be liable for any cost, loss of anticipated profit or any other direct or indirect charge or cost associated with the Proponent's response to this RFP and the NCC may, at its sole discretion, draw down on the Proponent's security as liquidated damages.

The Proponent acknowledges having read and understood the above statement.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Proponent

\_\_\_\_\_

Per:

Title:

**OFFICIAL LANGUAGES COMMITMENT**

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, public classes/training courses, etc.). I recognize that failure to adequately provide services in both official languages may result in a fee or termination of the contract agreement.

The Proponent acknowledges having read and understood the above statement.

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Proponent

\_\_\_\_\_

Per:

Title:

**PROPONENT CREDIT INFORMATION**

**PERSONAL INFORMATION**

(Note: Indemnifier(s) to complete and submit separate credit information)

Name:

\_\_\_\_\_

Legal Name (leave blank if same as above)

\_\_\_\_\_

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

Postal Code: \_\_\_\_\_ Telephone:( )\_\_\_\_\_

S.I.N.: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**BUSINESS INFORMATION**

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

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

Postal Code: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_

Business Structure of Proponent in Partnership/Proprietorship: \_\_\_\_\_

Date/Province of Incorporation (if applicable):

Date: \_\_\_\_\_ Province: \_\_\_\_\_

Nature of Business of Proponent: \_\_\_\_\_

Years in Business: \_\_\_\_\_

**BANKING INFORMATION**

Name of Bank: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Branch: \_\_\_\_\_

Account #: \_\_\_\_\_

Account #: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Solicitor for Proponent: \_\_\_\_\_

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

Telephone: (    ) \_\_\_\_\_

**CREDIT REFERENCES INFORMATION**

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

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

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

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

Postal Code: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Business Relationship: \_\_\_\_\_

Business Relationship: \_\_\_\_\_

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

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

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

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

Postal Code: \_\_\_\_\_



Postal Code: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_

Business Relationship: \_\_\_\_\_

Business Relationship: \_\_\_\_\_

**CONSENT OF PROPONENT TO CONDUCT A CREDIT INVESTIGATION**

In connection with my/our proposal for the operation of the food and beverage concession of the Mackenzie King Estate, Gatineau QC, we hereby take notice that the National Capital Commission, or its agents, may be referring to a credit report respecting me/us, containing personal information and/or credit information and I/we hereby consent thereto and to the disclosure of such information to other credit reporting agencies. Furthermore, I/we are agreeable to you or your agents, obtaining additional credit/personal information throughout the duration of the lease and to the sharing and retention of personal information by the National Capital Commission. I confirm I have not been personally bankrupt or the officer or director of any corporation which has filed for receivership, a proposal to reorganize, or bankruptcy for the last ten years.

Proponent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Proponent's Full Legal Name (Please Print)

\_\_\_\_\_

**ACKNOWLEDGEMENT OF ADDENDA**

**(Mandatory Requirement if Addenda Have Been Issued)**

I/We acknowledge receipt of the following addenda and have included for the requirements of it/them in my/our proposal in response to the RFP for the operating of the food and beverage concession of the Mackenzie King Estate, Gatineau, QC:

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## Appendix C: NCC Documentation and Guidelines

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

### Plans applicable to the sector:

- The National Capital Commission's [Plan for Canada's Capital 2017–2067 \(2017\)](#)
- The National Capital Commission's [Gatineau Park Master Plan](#)
- The National Capital Commission's [Gatineau Park Cultural Heritage Plan](#)

### Guidelines with general applicability:

- The National Capital Commission's [Proponent's Guide to the NCC's Federal Land Use, Design and Transaction Approval Process](#)
- NCC and/or Federal [Sustainable Development Strategy](#)
- Parks Canada's [Standards and Guidelines for the Conservation of Historic Places in Canada](#)
- NCC's [Capital Design Guidelines \(2023\)](#)
- NCC's [Bird-Safe Design Guidelines](#)
- [Working with Cultural Landscapes – A Guide for the National Capital Region \(2023\)](#)