



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



**REQUEST FOR PROPOSALS FOR ARTS & CULTURE IN THE PARK**  
**OTTAWA ON**

**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 kilometers of Capital Pathway networks. The NCC is soliciting proposals for one or more proponents, through a public, single-stage request for proposals (“RFP”) for **Arts & Culture in the Park** from solo and small group artists, interactive artists, musicians, performers, entertainers to proposal performance art, entertainment, cultural events or immersive experiences, to animate and enhance the local and visitor experience at various key park locations.

The NCC is currently soliciting proposals to provide artistic and cultural animation at one or more of the Targeted Locations in the National Capital Region for daily (day and/or evening), multiday, weekly, monthly or a full seasonal offering **starting in June 2024 through to October 2024**, to be awarded at the sole discretion of the NCC. The Targeted Locations are as follows: Major’s Hill Park, Jacques Cartier Park North, Confederation Park and Deschênes Rapids (see Appendix “A”).

Please note that all proposals 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 Approvals (FLUDA). Compliance with approved plans and policies is necessary to be granted Federal Approvals and Lease 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’s 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 Approvals 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 Proponents who complement existing NCC initiatives, who can connect the public with what the National Capital Region (NCR) has to offer, and who can exemplify experience and success in running similar operations.

Proponents are asked to submit their proposals to the Leasing Authority indicated below on page 7.

There will also be an open and ongoing call for prospective proponents to submit proposals for services at Alternative Locations, defined as any available lands within the NCC’s portfolio outside of the four (4) Targeted Locations mentioned above. Proposals for operations at

Alternative Locations can be submitted **without deadline**, to be reviewed and evaluated upon receipt to determine compatibility with the NCC's Mandate, Approved Land Use Plans, and Design Guidelines, and all operations will be subject to receiving Federal Land Use, Design, and Transaction Approvals. Please note that the NCC cannot guarantee availability or approval of a proposed Alternative Location, and reserves the right at its unfettered discretion to deny or adjust proposals for operation at Alternative Locations

All Proponents are asked to submit a proposal of no more than ten (10) pages in their preferred language of French or English.

## INTERPRETATION

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In the information for proposals, 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 Lease 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.

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

**Leased Premises:** means, the Targeted Locations described, identified and marked on Appendix “A” or Alternative Location(s) approved by NCC. The Landlord reserves the right in its unfettered discretion to adjust the location, configuration and size of the Leased Premises.

**Leasehold 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.

**Rent:** Depending on the nature of the proposal and offering, Rent may be Percentage Rent Rate, that being twenty percent (20%) of Gross Revenues; a base rent as a price per square foot, or Daily Fee as set out in the NCC Fee Structure Grid in Appendix “A-1”.

**Daily Fee:** means, the daily fee as set out in the NCC Fee Structure Grid in Appendix “A-1” to lease the Premises.

**Occupancy Type:** means, daily (day and/or evening), multiday, weekly, monthly or a full seasonal offering during the Operating Period.

**Operating Costs:** means, in respect of any Operating Period, the total of all costs, expenses and amounts, incurred or accrued in that Period for or with respect to 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 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

**Operating Period:** means, daily (day and/or evening), multiday, weekly, monthly or a full seasonal offering **starting in June 2024 through to October 2024**

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

## 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 proposal, 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 proposal except to such of them to whom disclosure is necessary in connection with this proposal and who have agreed to be bound by the obligations of confidentiality under this proposal. Proponents shall not issue a news release or other public announcement pertaining to details of their proposal, 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 proposal do not disclose or publicize at any time any of the information provided to it by the Landlord or any of the information obtained in connection with this proposal without the prior written consent of the Landlord.

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

## EXAMINATION OF DOCUMENTS

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By submitting a proposal, the Proponent agrees they have ascertained the extent of their obligations under this proposal 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 proposal.

## LEASING AUTHORITY

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All enquiries and questions regarding this RFP and the completion of a proposal must be directed, in writing, to the following Leasing 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 Leasing Authority's ability, knowledge and as quickly as possible. However, there is no obligation to respond to any questions.

Proposals shall be submitted via electronic copy directed to the above Leasing Authority. Please ensure email receipt is provided by Leasing Authority, confirming receipt of proposal.

## PREPARING THE PROPOSAL

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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 proposal information document; and
3. The proposal should completely and thoroughly address each element of the requirement as described in the proposal information document.

## SUBMISSION OF PROPOSAL

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It is the sole responsibility of the Proponent to:

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

Proposals received after the submission date and time will become the property of the Landlord. All proposals will be treated as confidential until opened.

## LEGAL NAME

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Proposals shall clearly indicate the complete legal name, address and telephone number of the Proponent. Proposals shall be signed above 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 proposal.



## REVISION OF PROPOSAL

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

## RESERVE RIGHTS

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1. For the purpose of evaluating the proposals, 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 proposals; to waive irregularities and technicalities; to enter into negotiations with Proponents on any or all aspects of their proposal, 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 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 proposal 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 Lease 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 proposal 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 proposal document and any supporting documentation, or any information or opinion contained herein. Any use, or reliance on the information for the proposal 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 proposal.

## **AWARDING OF AGREEMENT**

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The Landlord assumes that the Proponent has read the information for proposal document. If a Lease Agreement is awarded to the Proponent as a result of their submission to this information for proposal document, the resulting Lease Agreement will consist of the terms and conditions detailed in the proposal, 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 Lease Agreement. It is not the intent of Landlord to allow for new or significantly altered terms and conditions. If a Lease 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 Lease 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 Lease Agreement has been duly executed.

## **GENERAL INFORMATION**

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### **Proposed Term of Lease Agreement**

The intent is for the Lease Agreement to run a determined Operating Period. All start and end dates are subject to change at the sole discretion of the NCC.

Terms of Lease 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 Lease 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 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 infrastructure, including but not limited to kiosks, stands, and staging will be subject to NCC approval. NCC reserves the rights to call for the alternation and/or removal of any infrastructure.

## Use of the Lease 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, occupancy permit and public health inspections. The Landlord will support the Tenant’s efforts, to the extent possible, to obtain timely approvals.

## Rental Structure

The Rental Structure shall be any one of the following depending on the offering:

### A. Daily Fee

1. Refer to Appendix “A-1” for Fee Structure Grid for Targeted Locations.

### B. Percentage Rent

1. Percentage Rent is **twenty percent (20%)** of gross revenues payable in monthly (or predetermined schedule) installments in arrears;
2. Based on a predetermined schedule, 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.

### C. Leased Rate Per Square Foot (e.g., Gross, Semi-Gross, Net)

The leased rate shall be the Fair Market Rent for the designated leased premises.

## Operating Costs and Taxes

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

## Net Lease Agreement

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

The Tenant shall make all payments required to be made by it under this Lease 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 Lease 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, on site 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>

That said, the artistic and/or cultural animation can be in languages other than one or both official languages and the NCC is seeking proposals that will promote artistic and cultural diversity, equity and inclusion.

## EVALUATION OF PROPOSAL

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In no more than ten (10) pages, the Proponent shall provide a proposal that addresses the below requirements. Proponent can refer to Appendix “B” for the RFP Form to complete and return to the Leasing Authority. Please see Appendix “D” for more information on the Evaluation of Proposals and Appendix “E” for the Evaluation Rubric.

### Mandatory Requirement

The National Capital Commission will review all submitted proposals and may further engage with prospective proponent(s) if the proposal meets each of the following mandatory requirements.

1. **Official Languages:** The submitted proposal clearly demonstrates the ability to provide any public proposals or communications in both official languages.
2. **Acknowledgement and Acceptance of the Rental Fee Structure:** The proponent must indicate on their proposal document acceptance of the proposed Rental Fee 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 Proposal Requirements

In no more than ten (10) pages, provide an proposal 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 an arts or entertainment services operation. Provide examples of current successful locations/operations, 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 #1**.

### Sustainable Initiatives

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

## Appendix A

### Major's Hill Park, Ottawa

Major's Hill Park is an urban land oasis in downtown Ottawa, and the perfect spot to take a break between visits to the ByWard Market and nearby museums and galleries. This park features some of the best lookouts in Ottawa, offering stunning views of the Ottawa Locks on the Rideau Canal, the Ottawa River and the Parliament Buildings. Take a stroll through the park's stately trees, over its rolling lawns and winding pathways, and learn about its history through a series of interpretation panels. Major's Hill Park is the Capital's first park, used as such since 1826, when the building of the Rideau Canal began. In 1867, fireworks and bonfires in the park marked the Capital's first Canada Day celebrations. It was formally established as a park in 1875.

#### Onsite Facilities and Amenities

- Washrooms: May to October. Open 8 am to dusk (no later than 9 pm), daily.
- Parking: Free and paid parking options are available in the ByWard Market, on streets, at the National Gallery of Canada, Cathedral, Rideau Centre and other surrounding areas to name few.
- The Park is within walking distance from public transit (i.e., buses and Light Rail Train).

#### Site Location





## Jacques Cartier Park North, Gatineau

Jacques-Cartier Park North is one of the largest urban parks on Hull Island in Gatineau. It is a site from which one can enjoy the natural environment of the Capital core area. The view of Rideau Falls and the river are particularly beautiful. This is where the urban environment meets Leamy Lake Park. The extensive shoreline woods support Leamy Lake Park's natural habitat. The park has very large open central space. The site is accessible by the pathway, road and highway network, the park is linked by the pathway network, which merges with the Trans Canada Trail at this location.

### Onsite Facilities and Amenities

- Washrooms: there are washrooms at the Maison du vélo.
- Parking: the park offers several options for short term free parking at the Charron House, Maison du vélo and in the northern part of the park. These are open from 7 am to 5 pm from mid-April to mid-May, then from 7 am to 10 pm until the winter closure. There are also paid parking spaces at 210 Laurier Street and at the marina.
- Picnic Area: there are a few picnic tables in the park's northern sector, one of which is universally accessible.

### Site Location



## Confederation Park, Ottawa

Located at the corner of Elgin Street and Laurier Avenue, Confederation Park occupies an area of 2.63 hectares. The park opened in 1967 as part of Canada's centennial celebrations, and today is a popular feature of Confederation Boulevard, the Capital's ceremonial and discovery route. Confederation Park hosts several sculptures and monuments, like the South African War Memorial, the National Aboriginal Veterans Monument, and the memorial fountain honoring Colonel By, which stood for nearly a century in Trafalgar Square in London, England.

When not being used for events, Confederation Park is an urban oasis away from the hustle and bustle of downtown Ottawa.

### Site Location



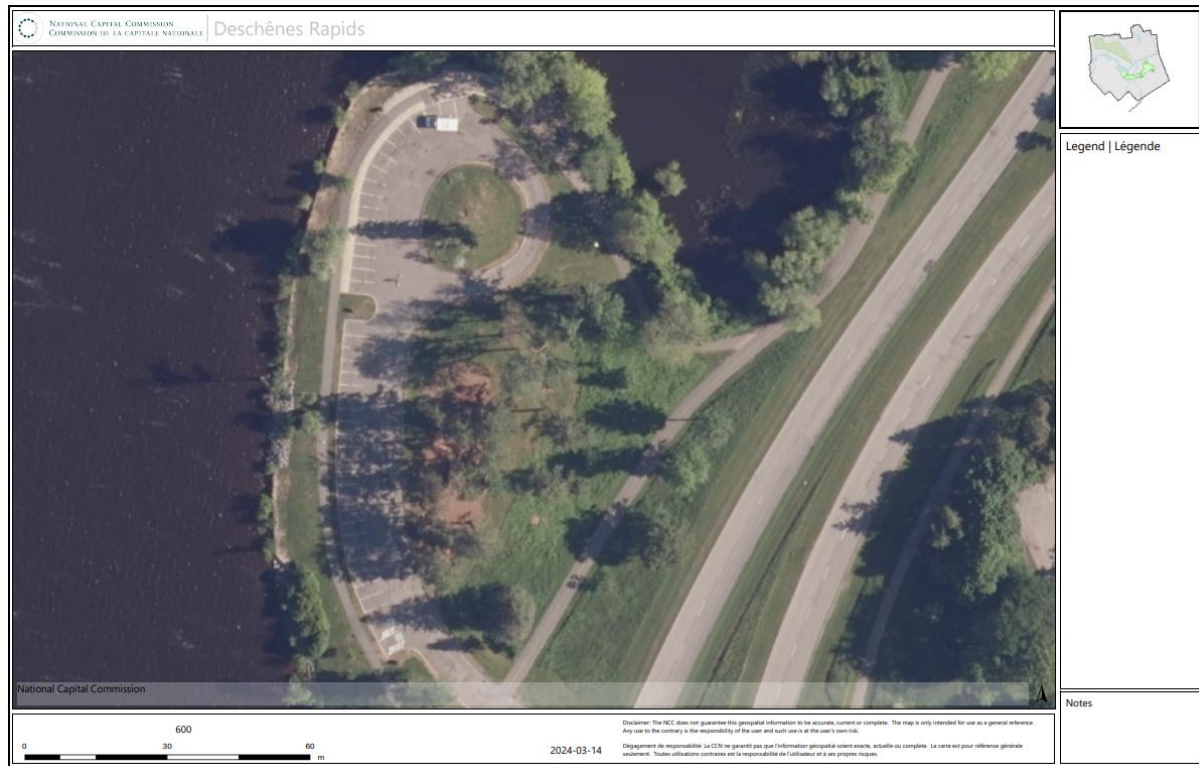
## Deschênes Rapids, Ottawa

Just off the Kichi Zībī Mīkan, Deschênes Rapids is ideally located on the Ottawa River with water access points along the shoreline, intersected by the Ottawa River Pathway. The site has numerous access points to the water.

### Onsite Facilities and Amenities

- Washrooms: not available but portable options may be considered
- Parking: available on site

### Site Location



## Appendix A-1

### Fee Structure Grid

Please note the following fee sections apply to this RFP; Core Urban Parks, Other Parks and Urban Spaces, note that fees may be negotiable depending on the terms of the proposal and duration of the proposed occupancy.

Permits and Venues		Fees 2024-2025 From April 1 <sup>st</sup> , 2024 to March 31 <sup>st</sup> , 2025	
		Day 1	Additional Days
<b>Core urban parks</b> Fees double for commercial activities.	Confederation Park Major's Hill Park LeBreton Flats Park Rideau Canal Skateway Jacques-Cartier Park	\$1,170	\$560
<b>Other parks and urban spaces</b> Fees double for commercial activities.	Rockcliffe Park Commissioners Park Leamy Lake Park Hog's Back Park	\$480	\$360
	Vincent Massey Park (Site #1)	\$480	\$360
	Vincent Massey Park (additional site)	\$145	\$110
<b>Recreational pathways</b> Fees double for commercial activities.  Applicable for up to 250 participants. \$100 extra per pathway for each additional 250 participants,. Maximum of 500 participants.	Core area Rideau Canal Eastern Pathway / Western Pathway	\$250	
	Other areas		
	Greenbelt and Gatineau Park Pathways & trails		
<b>Public gatherings</b> Fees double for commercial activities.	Core parks (Refer to above examples)	\$370	\$350
	Other parks and urban spaces (Refer to above examples)	\$245	\$185

<b>Parkways in the urban area, Gatineau Park and Greenbelt</b> Additional 25% for commercial activities.  Fee is double for both directions of the Kichi Zibi Mikan.	Queen Elizabeth Driveway Colonel By Drive Kichi Zibi Mikan, Sir George-Étienne-Cartier Parkway Other Ontario and Quebec parkways		\$1,660 <i>(Half-day*: \$1,080)</i>
<b>Picnics</b>	Not-for-profit organizations		\$125
	For-profit organizations		\$480
<b>Films</b> (rate per day, per site)	Level 1 – B-Roll, access to monument, scientific research, student films with no installations**		No fee
	Level 2 - Production value of up to \$300,000		\$480 <i>(Half-day*: \$315)</i>
	Level 3 - Production value of up to \$300,001 to \$1,500,000		\$790 <i>(Half-day*: \$515)</i>
	Level 4 - Production value above \$1,500,000		\$1,100 <i>(Half-day*: \$715)</i>
<b>Land Access Permits</b>	Regular		\$408
	Nonprofit Organization		\$204
	Scientific Research and Partners		No fee
<b>Application Fee</b>	Events	31+ business days prior to 1 <sup>st</sup> day of event	\$50
		11 - 30 business days prior to 1 <sup>st</sup> day of event	\$100
		10 business days or less prior to 1 <sup>st</sup> day of event	\$200
	Filming	11+ business days prior to 1 <sup>st</sup> day of filming	\$50
		10 business days or less prior to 1 <sup>st</sup> day of filming	\$100

Fees are indicated in Canadian Dollars, taxes not included. Application Fee timeline applies based on the date the Event Application Form is received by the NCC.

\* Half-Day fee applies for

- Parkways: Event, including setup and tear-down, ends no later than 12:00pm
- Films: Filming, including setup and tear-down, lasts a total of 4 hours or less.

\*\* with proof of student status

## Appendix B

### RFP Form

The following RFP Form is intended to guide Proponents in the completion of their proposal 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 Leasing Authority. Please note the Proponents may indicate all or either or 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.

Site Offerings	Interested in Animating (Leasing) (Yes/No)
Major's Hill Park, Ottawa	
Jacques-Cartier Park North, Gatineau	
Confederation Park, Ottawa	
Deschênes Rapids, Ottawa	

### Proponent 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, 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 Lease 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 Lease 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/operations to demonstrate existing resources, an understanding of supply chains, logistics, and day-to-day operation of an experience 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, public classes/training courses, etc.).

### **3) Services**

Provide a full and complete list of all equipment and services required on the Leased Premises.  
Please include your proposed pricing model, as well as your proposed infrastructure.

#### **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, sustainable materials, policies, 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 Proposals

(Per Location Selected)

Mandatory Requirements (PASS-FAIL)	
Official Languages	0-1
Acknowledgement and Acceptance of the Rental Structure	0-1
Part 1 – Operational Experience (Maximum of 10 points available to award; Category Weight 30%)	
Industry Experience	5 Points
Operational Resources	5 Points
Part 2 - Qualifications and Experience	

<b>(Maximum of 10 points available to award; Category Weight 20%)</b>	
Personnel Experience (may include resumes or letters of reference)	5 Points
Personnel Bilingualism	5 Points
Awards and Community Ratings	Bonus
<b>Part 3 – Offerings (Maximum of 10 Points available to award; Category Weight 40%)</b>	
Proposed Offerings (achievement of artistic diversity and or cultural animation to the site and public)	5 Points
Realistic Offerings (demonstration of artistic talents, cultural knowledge, innovation and entertainment attributes)	5 Points
<b>Part 4 - Sustainable Initiatives (Maximum of 5 points available to award; Category Weight 10%)</b>	
Sustainable Operations	5 Points

## Appendix E

### Evaluation Rubric

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

1. **Official Languages:** The submitted proposal 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 proposal acknowledges and accepts the proposed rental structure in Appendix B.

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

**Operational Experience** (Maximum: 10 points; Category Weight: 30%)

	<b>Unsatisfactory</b> (0 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 experience or operational experience within the realm of public performances, cultural events or live artistic / entertainment services.	The proponent has demonstrated experience and/or operated a successful activity within the same (or a related) field of public performances, cultural events or live artistic / entertainment services for one (1) year.	The proponent has demonstrated experience and/or operated a successful activity within the same (or a related) field of public performances, cultural events or live artistic / entertainment services for two (2) years.	The proponent has demonstrated experience and/or operated a successful activity within the same (or a related) field of public performances, cultural events or live artistic / entertainment services for three (3) years.	The proponent has demonstrated experience and/or operated a successful activity within the same or a related field of public performances, cultural events or live artistic / entertainment services for four or more (4+) years.



	<b>Unsatisfactory</b> (0 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>	The proponent does not indicate any existing resources (staff, capital, equipment, established partnerships, etc.) for successful operation.	<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>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use; engagement with other community arts organizations (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>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use; engagement with other community arts organizations (supply chain management)</li> <li>- Local partnerships (confirmed by letter of support)</li> </ul>	<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>- Experienced staff pool from a secondary or related enterprise</li> <li>- Established inventory connections already in use; engagement with other community arts organizations (supply chain management)</li> <li>- Local partnerships (confirmed by letter of support)</li> </ul>	<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>- Experienced staff pool from a secondary or related enterprise*</li> <li>- Established inventory connections already in use; engagement with other community arts organizations (supply chain management)*</li> <li>- Local partnerships (confirmed by letter of support)*</li> </ul> <p>*must include</p>

**Personnel Qualification and Experience** (Maximum: 4 points; Category Weight: 20%)

	<b>Unsatisfactory</b> (0 Point)	<b>Satisfactory</b> (2 Points)
<b>Personnel Experience</b>	The proponent's team consists of no staff with experience in relevant domains.	The proponent's team consists of staff with experience in relevant domains, as demonstrated through history of successful operation, submission of resumes, or letters of reference.
<b>Personnel Bilingualism*</b>	The proposal does not demonstrate the proponent's ability to provide good, services and signage in both Official Languages to meet the requirements of the Official Languages Act.	The proposal demonstrates the proponent's ability to provide good, services and signage in both Official Languages to meet the requirements of the Official Languages Act.
<b>Awards and Community Ratings</b>	Bonus Criteria, a proposal will not be penalized for not having received awards and/or community ratings.	The proponent provides proof of at least one (1) award/ community rating/ instance of public recognition, etc.  Proof may consist of award certificate, credible news articles, a reputable letter of reference, or another form of industry-recognized accreditation.

**Offerings** (Maximum: 10 points; Category Weight: 40%)

	<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 plan of artistic, cultural, entertainment programming or activity to be offered. The proposal does not explain how the performance or experience will provide artistic expression, diversity and or cultural animation to the site and public.	The proponent submits a vague plan of artistic, cultural, entertainment programming or activity to be offered. The proposal does not explain how the performance or experience will provide artistic expression, diversity and or cultural animation to the site and public.	The proponent submits a plan for artistic, cultural, entertainment programming or activity to be offered. The proposal demonstrates how the offering will provide artistic expression, diversity, entertainment, and or cultural animation to the site and public.	The proponent submits a complete plan for innovative delivery of artistic, cultural, entertainment programming or activity to be offered. The proposal has a clear and realistic plan to achieve an Arts & Culture initiative in the park and is relevant and distinctive in how the project will provide meaningful artistic diversity and cultural animation to the site and public.	The proponent submits a comprehensive plan for innovative delivery of artistic, cultural, entertainment programming or activity to be offered, including local sourcing or partnerships. The proposal has a clear, detailed and realistic plan to achieve an Arts & Culture initiative in the park and is highly relevant, compelling and unique in how the project will provide meaningful artistic diversity and cultural animation to the site and public.

<b>Realistic Offerings</b>	The proposal does not demonstrate the ability to deliver artistic talents, cultural knowledge or entertainment attributes.	The proposal demonstrates minimal artistic talents, some cultural knowledge and minor entertainment attributes.	The proposal clearly demonstrates varied artistic talents, cultural knowledge and entertainment attributes	The proposal presents unique offerings that will add interest to the park and or highlights local influences. The proposal clearly demonstrates interesting artistic talents, appropriate cultural knowledge and relevant entertainment attributes for public facing offerings.	The proposal presents unique offerings that will add interest to the park AND also highlights local influences. The proposal clearly demonstrates unique and animated artistic talents from a variety of sources, appropriate cultural knowledge and compelling entertainment attributes for public facing offerings.
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**Sustainable Initiatives** (Maximum: 5 points; Category Weight: 10%)

	<b>Unsatisfactory</b> (0 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
<b>Sustainable Operations</b>	The proponent does not indicate any plans to implement sustainable initiatives in their operation (e.g. use of sustainable materials,	The proponent indicates one (1) sustainable initiative that will be implemented in their operation (e.g. use of sustainable materials, policies, technologies,	The proponent indicates two (2) sustainable initiatives that will be implemented in their operation (e.g. sustainable materials, policies, technologies,	The proponent indicates three (3) sustainable initiatives that will be implemented in their operation (e.g. sustainable materials, policies, technologies,	The proponent indicates four or more (4+) sustainable initiatives that will be implemented in their operation (e.g. sustainable materials, policies, technologies,

	<b>Unsatisfactory</b> (0 Point)	<b>Marginal</b> (2 Points)	<b>Satisfactory</b> (3 Points)	<b>Good</b> (4 Points)	<b>Exceptional</b> (5 Points)
	policies, technologies, etc.)	etc.); <b>OR</b> the proposal incompletely explains the implementation of sustainable initiatives.	etc.) <b>AND</b> the proposal adequately explains the implementation of sustainable initiatives.	etc.) <b>AND</b> the proposal clearly explains the implementation of sustainable initiatives.	etc.) <b>AND</b> the proposal clearly explains the implementation of sustainable initiatives.