



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

**Request for Proposals (RFP)**  
**Tulip Festival Concessions**  
**2021**

Canada



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## 1.0 Introduction

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As the official gardener of Canada's Capital, the National Capital Commission (NCC) is responsible for designing the beds for the annual Ottawa Tulip Festival, and planting close to one million tulips of 100 varieties, in 120 flower beds, across 30 different locations. Founded by the Ottawa Board of Trade, the Canadian Tulip Festival was inspired by a suggestion from renowned photographer Malak Karsh, whose iconic photographs have forever immortalized the tulip. Beloved by generations, the Canadian Tulip Festival offers an unrivalled opportunity to reach the largest audience of any other single event in the city, and to align your brand with a piece of Ottawa's history, and our future. Proponents will be bidding to secure a spot in this significant event for the one (1) year operating season, with options to extend at the discretion of the National Capital Commission.

The health and safety of the operators, employees and the public remain of top priority to the National Capital Commission and in the midst of the Covid-19 pandemic, the NCC holds no obligation to award contracts nor to proceed with this event. The NCC is seeking interested Proponents to operate food trailers and/or push carts during the 69th Canadian Tulip Festival in the case that there are favourable conditions to proceed with this annual event. Lots will be assigned by the NCC based upon logistical requirements. Proponents are asked to submit a proposal to a maximum of five (5) pages.

## 2.0 Interpretation

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In the information for proposal, 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 proposal documentation shall have the meaning given to such terms in the Concession Agreement, unless the context otherwise requires.

## 3.0 Definitions

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**Agent:** Inside Edge Properties Limited.

**Gross Revenue:**

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, 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, instalment and finance charges) from all business conducted in the Leased Premises.

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

**Concession Agreement:** A contract by which conveys the Leased Premises to another for a specified Term.

**Leased Premises:** Premises described, identified and outlined for operations. The Landlord reserves the right in its unfettered discretion to adjust the location, configuration and size of the Leased Premises, as well as assigning lots to successful Proponents.

**Leasehold Improvements:**

(1) All improvements, fixtures, installations, alterations and additions from time to time made, erected or installed to or in the Leased Premises, in addition to, beyond or replacing the base building standards, including millwork and affixed wall units, doors, hardware, light fixtures, carpeting and other applied floor finishes, and heating, ventilating and air conditioning equipment and other building services;

(2) Alterations, improvements and equipment made or installed for the exclusive benefit of the Tenant elsewhere in the project;



**Landlord:** The National Capital Commission and its Agent.

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

- (a) The cost of providing and maintaining security, landscaping, gardening, recycling and refuse removal;
- (b) Property taxes;
- (c) The cost of all insurance required to operate the Leased Premises; and
- (d) The rental or lease cost of all rented or leased equipment acquired for the operation or maintenance of the Leased Premises.

**Tenant:** The selected Proponent for a Leased Premises

## 4.0 Confidentiality

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1. All documentation and information obtained by the Proponent, the Proponents business partners, representatives, and other third parties associated with the Proponent in respect of this proposal, 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 proposal 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.

2. 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 proposal and/or the selection process without the Landlord's prior written approval.

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

4. Any violation of this provision will result in the rejection of the Proponents proposal and disqualification from further participation in this proposal process.

## 5.0 Examination of Documents

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By submitting a proposal, the Proponent agrees they have ascertained the extent of its 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 associated with this proposal.

## 6.0 Concession Agreement Authority

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All enquiries and questions regarding this proposal and the completion of a proposal must be directed to the following Concession Agreement Authority:

Frank Brence, Project Manager  
Inside Edge Properties  
464 Bank Street, Suite 200,  
Ottawa, Ontario K2P 1Z3

Telephone: (613) 226-9902  
Email: [fbrence@ieproperties.com](mailto:fbrence@ieproperties.com)

In accordance with COVID-19 health and safety protocol, proposals shall be submitted via electronic copy directed to the above Concession Agreement Authority by April 01, 2021 at 4:00pm EST.

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



## 7.0 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.

## 8.0 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 and the proposal information document, duly completed;
2. Direct its proposal to the Concession Agreement Authority;
3. Ensure that the Proponent's full legal name and contact information are clearly visible on the proposal;
4. Provide a comprehensive and sufficiently detailed proposal, including all requested details that will permit a complete evaluation; and
5. Deliver their proposal in the manner, time, and to the Concession Agreement Authority.

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

## 9.0 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 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.

## 10.0 Revision of Proposal

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

## 11.0 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:

- To seek clarification of or confirm any information or data provided by the Proponent;
- To contact any reference provided by the Proponent; and
- 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 proposal 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 priced 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 Concession Agreement based on the Proponent's performance and/or the Landlord's needs.

4. The Landlord reserves the right to assign successful Proponents to available and appropriate lots without being required to provide corresponding reasoning.



5. 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.

## **12.0 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.

## **13.0 Awarding of Agreement**

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The Landlord assumes that the Proponent has read the information for proposal document. If a Concession Agreement is awarded to the Proponent as a result of their submission to this information for proposal document, the resulting Concession 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 Concession Agreement. It is not the intent of Landlord to allow for new or significantly altered terms and conditions. If a Concession Agreement cannot be negotiated with the highest ranked Proponent, the Landlord reserves the right to terminate negotiations with that Proponent and enter into negotiations for the conclusion of a Concession Agreement with the next highest ranked Proponent or not enter into an agreement with any of the Proponents.

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

## 14.0 General Information

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### 14.1 Proposed Term of Concession Agreement:

1. The intent is for the Concession Agreement to run for a one (1) year period commencing on May 8<sup>th</sup>, 2021 (the “Commencement Date”) and ending on May 24<sup>th</sup>, 2021.
2. The Landlord shall have the right, in its unfettered discretion, to extend the Concession Agreement for successive periods, and adjust the Commencement Date.
3. Proponents must agree to open and operate, on the leased premise, for a minimum total of twelve (12) days within operating season.
4. The proposed operating seasons and dates are subject to COVID-19 restrictions and public health recommendations. As such, NCC reserves the right to adjust and/or cancel any and all dates within the operating season.

### 14.2 Permits

The Tenant will apply for any licenses related to the operation of the Leased Premises. Including, but not limited to: liquor license, public health inspections, and food safety inspection.

### 14.3 Net Concession Agreement

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



## **14.4 Use of the Concession Leased Premises**

The Tenant will operate and conduct its operation in 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. 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; and
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.

## **14.5 Official Languages**

The Tenant shall ensure that all goods, services and information (including all menus) made available visible or provided to the public and customers will be provided in both official languages of Canada.

## **14.6 Percentage Rent**

1. Percentage rent is payable at the end of each operating season in the amount of twenty (20) percent of gross sales over \$4,250 for push carts and \$12,500 for food trailers, plus, applicable taxes;
2. On or before the 15th day of the month following the end of each operating season, 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 operating season; 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.

### 14.7 Base Rent

Base rent is payable in the amount of \$850 per push cart and \$2,500 per food trailer. The Proponent shall deliver weekly installments of 33.33% of the total base rent payable to the Landlord in accordance with the schedule outlined below.

<b>Week</b>	<b>Payment</b>
Week 1: May 10, 2021 by 5:00pm EST	33.33% of Base Rent
Week 2: May 17, 2021 by 5:00pm EST	33.33% of Base Rent
Week 3: May 24, 2021 by 5:00pm EST	33.33% of Base Rent

In the case of closures and/or adjustments to the operating season, base rent will be applied pro rata and adjusted accordingly.

### 14.8 Concession Agreement

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



## 15.0 Evaluation of Proposal

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### 15.1 Proposal

In no more than five (5) pages, provide a proposal that addresses the below requirements in the following order with clearly defined headings (see Appendix “A” for RFP Form):

#### *15.1.1 Operational Experience (rating 0-20)*

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Demonstrate the capability of operating a food and beverage facility. Provide examples of current successful locations/businesses, understanding of supply chains and logistics, product delivery, and day-to-day operation of a business.

Rating Criteria:

- The Proponent has a seemingly profitable establishment or franchise with many years of uninterrupted service under the same name.
- The degree to which the Proponent has a complex and robust supply chain. Currently sourcing various food and drinks. They have an existing staff pool able to accommodate the Leased Premises.

#### *15.1.2 Personnel (rating 0-15)*

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Submit information related to the qualifications and experience of its personnel who will be assigned to the Concession Leased Premises. Submissions may include: resumes, documentation of accreditation, and references.

Rating Criteria:

- At least one key member identifies as being fully bilingual.
- The Proponent’s team consists of more than one person with relevant experience in multiple relevant domains.
- At least one key member is accredited in relevant field such as a member of Canadian Restaurant Association, World Flair Association, Certified Wine Sommelier and / or another relevant group.

#### *15.1.3 Menu (rating 0-20)*

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Submit a menu of the food and beverage being offered at the Concession Leased Premises. Proponents are strongly encouraged to incorporate local produce and local businesses.

Rating Criteria:

- The degree to which the Proponent’s proposed menu conforms to the constraints of the Leased Premises.
- The extent to which the Proponent’s proposed menu incorporates or showcase locally sourced food or beverage.
- The degree to which the Proponent’s menu is sophisticated, and expresses the values and vision of the National Capital Commission.

*15.1.4 Sustainable Initiatives (0-25)*

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Submit sustainable initiatives associated with the operation of the Concession Leased Premises. Submission may include: systems to reduce food waste, energy efficiency, cleaning routines, etc.

Rating Criteria:

- The degree to which the Proponent is committed to sustainable cleaning materials, products, policies or technologies.
- The Proponent is committed to food waste reduction, products, policies or technologies.
- The presence of single use items is limited and a more sustainable version of the product.

*15.1.5 Power Supply Requirements (0-10)*

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Power availability is limited. Power will be allowed upon availability and the use of propane is highly suggested. Power allowance can vary between 15 amp to 60 amp.

Rating Criteria

- 15 amp or less
- 30 amp or less
- 60 amp or less

**15.2 Percentage Rent**

The Tenant shall offer a percentage of Gross Sales, plus applicable sales taxes, in addition to the base rent amount, as rent for the Leased Premises.

<b>Concession Leased Premises</b>	<b>Base Rent</b>	<b>Percentage Rent Rate</b>
Food Trailer	\$2,500, paid in 33.33% weekly installments	20% of gross sales over \$12,000
Push Cart	\$850, paid in 33.33% weekly installments	20% of gross sales over \$4,250

**NOTE:** Proponents are limited to pursuing a total of three (3) trailers and five (5) push carts.



## Appendix "A"

### Proposal Form

Name:

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Company Name:

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#### *Contact Information*

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

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

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

#### **Proposal**

*The Proponent is pursuing the use of*

Food Trailer       Number of Food Trailers\*       \*max allowed: 3

Push Cart       Number of Push Carts\*       \*max allowed: 5

#### *Required Permits and Documentation*

Permit       Health and Safety Certification

Licence       Insurance\*       \*must supply 15 days prior to each operating season

#### Operational Experience

Please give a brief history of your business and personal experience touching on the points outlined in Section 15.1.1



Personnel

Please include a list of employees who will be working on the premises, resumes, certifications, and degree of fluency in both official languages. See Section 15.1.2 for more details.



Menu

In 75 words or less, please present your proposed menu to be served on the Premise.

Sustainable Initiatives

Please state several of your sustainable practises. See Section 15.1.4 for more details.

Sustainable Initiative 1:

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Sustainable Initiative 2:

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Sustainable Initiative 3:

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Power Supply Requirements

Do the power requirements, of the Proponent's Proposal for the Premise, fall within the power supply constraints for the site? (30A/15A)

YES

NO

If "YES" what is the required power use for the Premise? \_\_\_\_\_Amps \_\_\_\_\_Volts