

NATIONAL BATTLEFIELDS COMMISSION

REQUEST FOR PROPOSALS TO OPERATE A FOOD CONCESSION WITHIN THE
BATTLEFIELDS PARK (PLAINS OF ABRAHAM)

DATE OF THE REQUEST FOR PROPOSALS: February 7, 2024
CLOSING DATE AND TIME: March 11, 2024, at 11:00 a.m. (EDT)

1. Introduction and Background

1.1 Invitation

The National Battlefields Commission (NBC) is calling for proposals to operate a food concession within the Battlefields Park (Plains of Abraham), at the central pavilion beside the Edwin-Bélanger Bandstand. There would also be a mobile unit to serve locations agreed upon with the NBC.

This food bar would complement the different services already offered to park users. The park is in downtown Quebec City and provides an ideal spot for sports, recreation, shows, and various events. All year long, individuals, families and groups can enjoy activities that reveal its rich history.

In keeping with its [2022-2025 Strategic Plan](#), the NBC is looking for the services of a dynamic food concession operator whose values are aligned with its own (creativity, respect and goodwill, environment, teamwork, and rigour) and who will help make the park a welcoming, inspiring, and inclusive space.

The proposed agreement will last for five years (April 1, 2024, to March 31, 2029) with the possibility of a further two-year extension. Operation of the food concession must begin no later than June 1, 2024.

The concession operator shall pay a fee to the NBC to operate the food concession.

The NBC, at its sole discretion, reserves the right to approve the final selections, to accept or reject any proposal, and to cancel or terminate this initiative without any liability or notice.

1.2 The National Battlefields Commission

On March 17, 1908, the Canadian government passed an act to create the National Battlefields Commission, whose mandate is to preserve, conserve, and develop the Battlefields Park.

As an agency of Canadian Heritage, the NBC provides Canadians with the benefits of Canada's first national historic park and one of the world's most prestigious urban parks. This site was the scene of great battles in 1759 and 1760, and today encompasses the Plains of Abraham and Des Braves Park.

For more information about the NBC and the Plains of Abraham, visit its websites at the following addresses:

<https://www.ccbn-nbc.gc.ca/>

<https://www.canada.ca/en/national-battlefields-commission.html>

1.3 NBC Objectives

The NBC wishes to improve the experience of the users of the Plains of Abraham by allowing them to enjoy food services.

The NBC is seeking proposals that will fit the aims and spirit of the park—a dynamic space with a unique heritage—while meeting the high standards of activities currently available on the Plains of Abraham.

The concession operator will be responsible for the layout and furnishings of the concession at the pavilion in addition to having a mobile unit that can serve different sectors of the park.

2. About the Central Pavilion

The central pavilion is at the heart of the Plains of Abraham, next to the Edwin-Bélanger Bandstand. Its location is shown on the maps in Appendix A. It exists to provide park users with quality services. The central pavilion has an interior space and an exterior space covered by stone pavement (the terrace). Washrooms are available inside the building. A plan and photos of the pavilion are available in Appendices B and C.

The pavilion is a public space located near the Edwin-Bélanger Bandstand, where the NBC puts on free cultural events during the summer. In winter, a cross-country ski trail and a pedestrian trail run by the pavilion.

3. Conditions of the Agreement

The NBC and the concession operator shall conclude an agreement so that the latter can operate a food concession (a food bar at the central pavilion and a mobile unit) in return for the payment of a fee to the NBC.

This agreement is subject to changes depending on the proposal we accept.

Definitions

Whenever the following words, or the pronouns that take their place, appear in either the singular or the plural, they will have the following meanings:

COMMISSION (NBC): the National Battlefields Commission;

CONCESSION OPERATOR: the private individual or legal entity whose proposal is accepted by the Commission;

CONCESSION: the operation of a stationary food bar and a mobile one;

APPLICANT: the private individual or legal entity who is presenting a proposal that complies with the present document;

SALES FIGURE: the total of the sales prices of all the goods and services sold or distributed for promotional purposes, less the amounts that the concession operator has collected from the customers and remitted to the authority that levies the Retail Sales Tax, the Goods and Services Tax, the Quebec Sales Tax, if applicable, the Excise Taxes, or any other taxes imposed by the public authorities;

FIXTURES: all the fixtures, including any furnishings, to be supplied, used, and intended for the operation of the concession;

HEALTH FOOD: food that has good nutritional value (less fat, sugar, and salt, and more fibre and vitamins).

3.1 Duration

The agreement shall prevail for the period from April 1, 2024, to March 31, 2029. If the NBC so wishes, the agreement may be extended for a further two years.

3.2 Areas, Methods, and Period of Operation

3.2.1 Selling Food Products on the Site in General

The NBC shall allow food products to be sold by a stationary food bar at the central pavilion (15 George VI Avenue) and by a mobile food bar.

The concession operator shall have talks with the NBC about a point of sale at Cap Diamant beginning in summer 2025. The dates and conditions are to be worked out and put in writing by the two parties.

At a minimum, the food items shall include:

- Hot and cold beverages;
- Snacks;

- Light meals.

No fried foods shall be allowed. The food items and the menu shall be approved by NBC management. The food items shall include health foods and give priority to environmentally responsible options.

3.2.2 Sales at the Central Pavilion

The concession operator shall use the central pavilion for sales of food products. During the summer season, the food bar shall open no later than 9:00 a.m. and close no earlier than 5:00 p.m. and no later than 10:00 p.m., seven days a week. On cultural event nights at the Edwin-Bélanger Bandstand, the food bar shall be open until 10:00 p.m. A minimum winter operation shall be scheduled and determined jointly between the concession operator and the NBC as of the first year of operation.

On the condition of receiving the required liquor licence, the concession operator may sell alcoholic beverages to be consumed strictly within the pavilion or on the terrace, in compliance with the standards of the Régie des alcools, des courses et des jeux du Québec.

For security reasons, the NBC Security Services may close the pavilion earlier than usual.

3.2.3 Sales at the Mobile Unit

The concession operator shall use a mobile unit to serve various locations within the Battlefields Park, beginning in June 2024. Locations, schedules, and terms are to be worked out with the NBC.

The sale of alcoholic beverages is prohibited at all times at the mobile unit.

3.3 Buildings

- a) The concession operator shall make no changes in or to the concession premises without prior authorization from the NBC.
- b) If requested by the NBC, any materials or fixtures installed by the concession operator on the concession premises shall be removed upon cessation of the present agreement, upon cessation of the activities covered by the present agreement, or upon dissolution of the concession operator. Such removal shall not damage the premises. Otherwise, the concession operator shall indemnify the NBC for the damages caused, pursuant to

Article 1457 of the Civil Code.

- c) The NBC shall have the right to examine the concession premises with a representative of the concession operator, except in the event of emergency, fire, water infiltration, etc. As a safety precaution, the NBC shall keep a key to the concession premises. In addition, the NBC's Security Service shall at all times have a key to the premises in its possession.
- d) The concession operator shall advise the NBC verbally without delay, and with confirmation by email, about any accident, failure, or breakage on the concession premises, involving, for instance, the heating system, the electrical system, the air-conditioning equipment, and so on, as required. The concession operator shall be liable for any damage resulting from failure to give such notice, pursuant to Article 1457 of the Civil Code.
- e) In the event that the services provided by the NBC under the present agreement cease or are interrupted for whatever reason, the NBC shall exercise due diligence to restore them but is not required to indemnify the concession operator for any interruption or damage due to lack of services, except in cases where the NBC is at fault.
- f) Articles a), b), c), d), and e) apply to all the premises and physical assets used under the present agreement.

3.4 Materials

- a) The concession operator shall provide all the materials that he/she deems to be necessary to operate the concession, to ensure good performance, and to generate as much sales revenue as possible. The concession operator shall provide a list of those materials in NBC buildings and on NBC property that belong to him/her and those that belong to third parties.
- b) All of those materials shall be approved by the NBC (e.g., type of material, size, colours, etc.)

3.5 Operational Requirements

- a) The concession operator is forbidden to sell goods or services within the Battlefields Park other than at the locations specified in the present document or at locations authorized in special circumstances.

- b) Any installation of fixtures and any commercial operation, whatever its nature, must be previously authorized over the entire Battlefields Park; the concession operator shall take all measures needed to comply with this condition and to ensure that his/her use of the site does not bother the users of surrounding areas.
- c) The concession operator may not, at any time, conclude contracts with subcontractors without prior authorization in writing from the NBC.
- d) The concession operator is forbidden to operate vending machines or to allow operation of vending machines.
- e) The concession operator shall comply with the NBC's [2023 to 2027 Departmental Sustainable Development Strategy](#), particularly for the procurement of goods and services in compliance with the [Greening Government Strategy: A Government of Canada Directive](#) of the Treasury Board Secretariat.
- f) The NBC, as manager of an urban park and heritage site, contributes to promoting good health habits. The NBC insists that the food items be chosen with a view to maximizing their diversity and promoting healthy choices. The concession operator's proposal shall list the products for sale at the stationary and mobile food bars.
- g) The NBC has stated, in its [2022-2025 Strategic Plan](#), its desire that the spaces under its responsibility should welcome and include all communities. This commitment is in addition to the requirements of the [Accessible Canada Act](#) and the [Accessible Canada Regulations](#) that apply to the NBC. The concession operator shall take accessibility into account from the beginning of the agreement and throughout its duration, pursuant to the Accessible Canada Act and the Accessible Canada Regulations, and shall follow the guidelines in the NBC's [2023-2026 Accessibility Plan](#).

3.6 Storage, Delivery, and Parking

- a) The concession operator may use, if he/she deems it necessary, a storage space in a building near the central pavilion. This space is not sealed against entry by wild animals.
- b) Any delivery to the storage site or a point of sale shall be done in the morning by 10:00 a.m., unless there has been a special authorization for a special circumstance.
- c) Parking is prohibited at the central pavilion, except for deliveries. If required, parking shall be permitted with a parking sticker at a location designated by the NBC.

3.7 Repairs and Maintenance

The concession operator shall fulfil the following obligations at his/her expense, to the NBC's satisfaction:

- a) Maintain the concession premises to keep them in a good state of cleanliness. The NBC shall ensure the upkeep of the washrooms in the central pavilion.
- b) Repair or have repaired any damage or breakage to a building due to its being used.
- c) Respect the laws and regulations of the federal, provincial, and municipal public authorities that apply to the use and occupancy of the concession.
- d) Keep the materials and assets belonging to the NBC secure and in good working order.
- e) Keep secure and in good working order any additional materials that he/she deems necessary to provide the required services.
- f) Keep the property clean at the locations of the stationary and mobile food bars and take all the measures needed to avoid damaging the assets, the property, and the lawn when the food bars are being set up.

3.8 Garbage, Waste, and Cleanup

- a) The concession operator shall at all times keep the spaces of the central pavilion, the mobile unit, and the storage sites clean and operational in compliance with federal, provincial, and municipal standards, codes, and regulations on hygiene, fire prevention, environmental impacts, and other matters.
- b) The concession operator shall not let garbage or wastes accumulate at any location he/she uses.
- c) The NBC requires that the concession operator or one of his/her employees shall ensure compliance by the food bar locations with food safety standards, in particular but not solely the closed areas and open areas, including the terrace, where food and beverages are distributed. These areas shall be cleaned to the NBC's satisfaction. The concession operator shall ensure that his/her employees know the cleaning standards.
- d) Garbage must be put in properly sealed plastic garbage bags and placed in a dumpster near the central pavilion at the end of each day or, in the case of the mobile food bar, near a park garbage container in the immediate vicinity. All of this shall be done to the NBC's satisfaction.

3.9 Employees

The concession operator shall, at his/her expense, hire competent bilingual employees who can properly serve the public at all times, to the NBC's satisfaction. Their clothing, though left to the concession operator's discretion, shall be in good taste, clean, and sufficiently distinct that customers can recognize them as concession staff. The employees shall be clearly identified as staff by, for example, a pin that is visible to the public. They shall speak to the customers in both official languages.

3.10 Scope of the Service

- a) The concession operator may sell food and beverages only at authorized locations and times and in authorized containers, which shall be specified and approved by the NBC. The items for sale shall be quality-compliant at least with federal, provincial, and municipal standards and satisfactory to the NBC, which shall be the sole judge of their quality. All of the products shall be acceptable to the NBC.
- b) The listed foods and beverages shall be sold in the indicated amounts, in keeping with good business practices.
- c) The concession operator shall ensure that all the services available to the public and all the posters and notices are in both of Canada's official languages. Refusal to provide these services in both of Canada's official languages may lead to cancellation of this contract.
- d) The concession operator shall keep sufficient inventory on hand for uninterrupted service, with the exception of items that cannot be obtained for reasons beyond his/her control and deemed to be such by the NBC.

3.11 Posting

- a) Signage and advertisements shall be limited to what is strictly necessary. Before putting up a sign, the concession operator shall get NBC approval of its dimensions, colour, and content.
- b) Any posting, including signs, notices, and the menu, shall be in both of Canada's official languages and approved by the NBC. French shall appear first, and the two languages given the same importance. Notably, this means using identical colours, styles, sizes,

and typefaces.

- c) Product and service prices shall be displayed and arranged to be clearly seen and easily read by the public.
- d) Business hours and accepted payment methods shall be visibly displayed outside the pavilion and the mobile unit.
- e) Any contract concluded by the concession operator for the display or supply of fixtures shall be immediately sent to the NBC and shall include a specific clause to the effect that any form of advertising and posting shall be submitted to the NBC for prior approval.
- f) The concession operator shall provide a space for posting of NBC activities and a space for distribution of the different NBC flyers and brochures.
- g) All sales of promotional items shall be subject to an agreement with the NBC.
- h) No logo from a third party may appear on the concession premises unless it has been approved by the NBC.

3.12 Financial Statements

No later than March 31 of each year, the concession operator shall provide the NBC with his/her financial statements, which have been certified by a chartered accountant who can legally practise in the province of Quebec. The statements shall indicate with sufficient detail, for that period, the sales figure and the amount, if any, to be paid. They shall be printed on the accountant's letterhead.

The concession operator shall keep a complete exact record of all of his/her sales to calculate the sales figure, or hire a bookkeeper for that purpose, until two (2) years after the agreement expires. The NBC and its auditors shall have access to the books at all times during normal business hours and may make copies of any documents deemed necessary. The concession operator shall provide the NBC with the financial statements, the information, and any other supporting documents that it may reasonably require to calculate the sales figure. For at least two (2) years after the agreement expires, the concession operator shall keep all the documents from the cash registers or points of sales, all the sales records, all the deposit slips, and any other documents needed to calculate the sales figure. These documents shall remain in the Quebec City region.

The concession operator shall set up an internal revenue control system that is satisfactory to the NBC and complies with recognized accounting procedures. For this, a meeting shall be scheduled with the NBC Financial Department.

If the concession operator's internal cash control system is inadequate, the NBC may terminate this agreement with (2) days' notice.

3.13 Inspection

The concession operator shall allow the NBC or its representants to inspect the site at a reasonable time of day and carry out the work deemed necessary by the NBC.

3.14 Prices

- a) The concession operator shall display the prices of all the items for sale in full view and in compliance with NBC guidelines.
- b) The prices of the goods and services for sale shall be comparable to those of goods and services of the same nature in the metropolitan region of Quebec City. The prices shall be reasonable and acceptable to the NBC.
- c) The NBC reserves the right to intervene to change the price of an item or product or to prevent its sale if the NBC deems that the price is excessive and may affect the image and reputation of the park and the NBC.

3.15 Compliance with Laws

- a) The concession operator shall, at his/her expense, comply with all the federal, provincial, or municipal laws, orders, and regulations that apply to the concession premises or to the use and occupancy of those premises. The concession operator shall not do or tolerate anything on the concession premises that will have the effect of canceling or violating an insurance policy herein required, and he/she shall, at his/her expense, comply with all the rules, orders, and conditions of the Fire Commissioner of Canada.
- b) The concession operator shall, at his/her expense, obtain and renew any permits, including those of MAPAQ, any licences, any authorizations from federal, provincial, or municipal authorities or from other administrative authorities, and any private permits that he/she may need to provide the services or to carry out the activities covered by the present agreement.

- c) The concession operator shall comply with all the norms of cleanliness and hygiene and food quality requirements of MAPAQ and of any authority that has jurisdiction over the services or activities covered by the present agreement and allow their representatives to inspect the concession premises at any time.
- d) The concession operator declares that he/she has read the Battlefields Park regulations, notably: [National Battlefields Park By-Law](#), [Government Property Traffic Regulations](#), and the [Policy for Using the Grounds](#). He/she shall comply with and take the necessary measures to ensure compliance with these regulations, with park signage, and with park policy while occupying the concession.
- e) The concession operator shall at all times comply with the Non-Smokers' Health Act (R.S.C. 1988, c. 21), the Non-Smokers' Health Regulations (SOR/90-21), the NBC guidelines and policies on this subject, and the Tobacco Control Act (chapter L-6.2).

3.16 Liabilities and Insurance

- a) The concession operator shall insure all of his/her employees against accidents at work, as stipulated by the Commission des normes, de l'équité, de la santé et de la sécurité au travail du Québec (CNESST) and provide the NBC with proof of insurance.
- b) Unless caused directly through a deliberate act or gross negligence by the NBC, its employees, or its agents, as defined in the Crown Liability and Proceedings Act (hereinafter called: the "Act"), who are acting in the performance of their duties or employment, the concession operator shall assume full liability for any property damage, including any losses, costs, expenses, actions, and any wounds or bodily injuries or deaths caused by or resulting from the present agreement, due to the concession operator's use of NBC property.
- c) The concession operator agrees to limit the NBC's liability, and he/she renounces, with respect to the foregoing, any claim that it may have or any legal action that it may bring against the NBC, its employees, or its agents, as defined in the Act, who are acting in the performance of their duties or employment.
- d) The concession operator shall, at all times, support and indemnify the NBC, its employees, or its agents, as defined in the Act, with respect to any claims or other procedures that may result from the present agreement, due to the concession operator's use of NBC property.
- e) This liability shall remain after the expiry or termination of the present agreement for any cause or event that originated before its expiry or termination.

- f) The concession operator shall, at his/her expense, and for the entire duration of the present agreement, take out and renew a comprehensive general liability insurance policy for a minimum coverage of FIVE MILLIONS DOLLARS (\$5,000,000) and register the NBC and His Majesty the King in right of Canada as additional insured to protect all the parties to the present agreement against claims arising from the concession operator's use of NBC property. A copy of the insurance certificate shall be provided with the proposal, and the concession operator shall provide proof of registration of the additional insured after signing the contract.
- g) In addition, the concession operator shall, at his/her expense, and for the entire duration of the present agreement, take out and renew an all-risk insurance policy, notably against fire or other damage, for a minimum coverage of FIVE MILLIONS DOLLARS (\$5,000,000) and register the NBC and His Majesty the King in right of Canada as additional insured to protect all the parties to the present agreement against claims arising from the concession operator's use of NBC property and premises. A copy of the insurance certificate shall be provided with the proposal, and the concession operator shall provide proof of registration of the additional insured after signing the contract.
- h) The concession operator shall, to the NBC's satisfaction, take all the safety measures needed in the circumstances.

3.17 Fires

- a) If the central pavilion and other buildings used for the concession are damaged by fire, lightning, or storm, it is understood that the NBC has the choice either to repair the damage or to terminate the contract. In the second case, the concession operator shall cease operations and pay the fees up to the date of the damage. The NBC may, however, at its discretion, give the concession operator written permission to repair the damage, at his/her expense, and thus continue operating.
- b) The concession operator shall, at his/her expense, take every precaution to prevent fires in the buildings used for the concession, at the mobile food bar, and in surrounding areas, and shall comply with fire-related laws, regulations, and NBC guidelines.
- c) The concession operator shall not store explosive, dangerous, inflammable, or harmful items in the buildings used for the concession, in the mobile food bar, or in surrounding areas.

3.18 Controlling the conformity of food services

To pursue the objective of providing visitors with quality service, the NBC or one of its representants shall periodically inspect the products for sale, their prices, the quality of the food, the quality of the rental equipment, the customer service, the clothing of the staff, and the condition of the concession, the installations, the fixtures, and the property made available to the concession operator. The concession operator shall receive a copy of the inspection report and be required to comply with the instructions on the corrections to be made. All of the reports shall together be used for the annual evaluation.

3.19 Security Deposit Requirements

Upon acceptance of the proposal, and for the duration of the agreement, the concession operator shall provide and keep in order a security deposit of FIVE THOUSAND DOLLARS (\$5,000). The NBC shall keep this security deposit to ensure that the concession operator fulfils his/her commitments, leaves the concession in good clean condition, of which the NBC shall be the sole judge, and pays the fees as they come due. The deposit shall be returned without interest at the end of the agreement, when the NBC shall duly ascertain that the concession operator has met all of his/her commitments.

3.20 Assignment or Transfer

The concession operator may not sell, transfer, assign, or otherwise give up the present agreement without prior NBC authorization. If the concession operator becomes a corporation or an association, any transfer of the beneficial interest to that corporation or association shall be considered to be an assignment of rights, and thus conditional on prior written NBC approval.

3.21 Additional Liabilities of the Concession Operator

At his/her expense, the concession operator shall pay and be responsible for all the operating and maintenance costs associated with his/her occupancy of the premises, including but not limited to:

- a) consumption of natural gas;
- b) consumption of electricity, except for the electricity provided to the central pavilion;

- c) installation of fixtures;
- d) installation and use of telephone and Internet services, i.e., for his/her own use;
- e) costs of connecting and disconnecting any fixtures required to operate the concession, including the costs of installing and activating devices and the monthly fees for credit card use;
- f) all the provincial and municipal taxes, the Goods and Services Tax, the Quebec Sales Tax, and all the permit fees and other costs that may be required to operate the concession;
- g) cleaning and returning the fixtures to their original state, with the exception of normal wear and tear;
- h) storage of all of the concession operator's fixtures between the seasons of operation;
- i) security for all the fixtures, all the materials, and all the additional materials needed to operate the concession;
- j) cleaning of the concession area at each end of season, where necessary;
- k) cleaning of the grassy or paved area surrounding the location of the mobile food bar to keep it tidy and inviting;
- l) cleaning of the operating area at the central pavilion to keep it tidy and inviting. The concession operator shall advise the person in charge of the site about any situation that requires action, e.g., broken fixtures in the building, such as in the washrooms.

3.22 General Provisions

- a) The present agreement is a complete agreement between the parties and rescinds any agreement or convention, any discussions, or any other agreement reached between the parties before the signing of this document and on the same subject.
- b) If the present agreement suffers from an ambiguity in its interpretation, it shall always be interpreted in a way that allows its full application while taking the intentions of the parties into account, pursuant to Articles 1425 to 1432 of the Civil Code.
- c) The division of the present agreement into sections and paragraphs with headings and subheadings is for ease of reference only and shall not affect its interpretation, pursuant

to Articles 1425 to 1432 of the Civil Code.

- d) Any mention of the concession operator in the present agreement shall include, in addition, if the context permits, the employees, agents, and other people authorized by the concession operator, as well as anyone else that the concession operator is supposed to supervise. Any mention of the NBC in the present agreement shall include, if the context permits, its employees, agents, and other people authorized by the NBC, as well as anyone else that the NBC is supposed to supervise.
- e) The present agreement is governed by the laws of the province of Quebec.
- f) For the purposes of any challenges or claims made under the present agreement, the parties shall elect domicile in the judicial district of Quebec.
- g) The parties may clarify or change the present agreement through special agreements when necessary, and these agreements shall be appended to the present agreement to make them an integral part of it.
- h) No change herein shall be valid and take effect unless it has been agreed upon and put down in writing by the two contracting parties.
- i) If the concession operator defaults on any of the obligations of the present agreement, thus jeopardizing its fulfilment, the NBC may terminate the present agreement.
- j) Except in the event of an emergency, the NBC shall first send a written notification asking the concession operator to remedy the default within a reasonable time.
- k) The present agreement shall not give the concession operator any right to the property and the buildings.
- l) The present agreement shall not be transferable.
- m) The present agreement shall not have the effect of making the concession operator an agent of the NBC for any purpose, and the concession operator shall have no authority to bind the NBC in any way.
- n) The parties shall agree to cooperate and make every effort in good faith to settle through negotiation any dispute that may arise between them throughout the duration of the present agreement. In the event that the parties do not reach a settlement through negotiation, they shall agree to submit the dispute to mediation. The parties shall agree to share the costs of the mediation equally.

3.23 Confidentiality, Access to Information and Privacy

- a) The party acknowledges that the NBC is subject to the Access to Information Act, R.S.C., 1985, c. A-1 and the Privacy Act, R.S.C., 1985, c. P-21 and recognizes that the NBC may be required to disclose information under these acts.
- b) A party shall not disclose confidential information of the other party received as part of the call for proposals and submission, unless the party consents or is required to do so by law, including laws governing access to information, the protection of personal information and the right to privacy.
- c) A party that receives personal information from another party, its contractors or any other third party, the disclosure of which is required to be protected under the right to privacy, shall not disclose such information unless required to do so by applicable law.

3.24 Interruption of Services

The concession operator shall not take legal action or bring claims against the NBC or its agents for any damage that he/she may suffer following a temporary interruption of all or some of the services he/she receives, whatever the cause.

3.25 Installation

Unless prior consent is obtained from the NBC, the concession operator is forbidden to install lighting devices or plumbing fixtures, or to install radio or television antennae, loudspeakers, amplifiers, or record players, or to use drones or any other mechanical, electrical or other device for sound reproduction. It should be noted that once any consent is given the NBC may revoke it without notice.

The concession operator shall obtain a license from SOCAN to broadcast background music.

3.26 Electricity

The NBC shall provide the electrical current to the buildings in use and maintain the existing services. No additional installation shall be made by the NBC.

3.27 Water

The central pavilion shall be supplied with drinking water all year round.

4. NBC Resource People

Contracting authority:

Philippe Lafrenière
Supply, Material Resources and IT Assistant
National Battlefields Commission
835 Avenue Wilfrid-Laurier
Québec (Québec) G1R 2L3
philippe.lafreniere@ccbn-nbc.gc.ca

Technical authority:

Katherine Laflamme
Marketing & Development Manager
National Battlefields Commission
835 Avenue Wilfrid-Laurier
Québec (Québec) G1R 2L3
katherine.laflamme@ccbn-nbc.gc.ca

5. Site Visit

An optional visit of the site is scheduled for February 20, 2024, at 10:00 a.m. Interested applicants must advise the contracting authority of their intention to join the visit no later than February 16, 2024.

6. Closing Date of the Request for Proposals

This request for proposals ends on March 11, 2024, at 11:00 a.m. Proposals should be sent by email to the contracting authority: philippe.lafreniere@ccbn-nbc.gc.ca

Applicants shall be responsible for making sure that the contracting authority has actually received their proposal by the closing date.

7. Start-Up Meeting

A start-up meeting shall be organized with the successful applicant.

8. Proposal Evaluation

Applicants shall comply with all the guidelines and answer all the questions given below. This information shall be used to evaluate the proposals on the basis of the evaluation criteria. The successful proposal shall be the one that best meets the requirements, including the financial requirements, and thus has the highest rating.

8.1 Mandatory Requirements

The mandatory requirements are the minimum ones that the proposal must meet to be acceptable. Any proposal that fails to meet any of the mandatory requirements, as determined by the evaluation committee, shall be deemed non-compliant and rejected.

8.1.1 Information on the Applicant

Applicants shall provide with their proposition:

- a) Completed Appendices D, E, and F;
- b) Proof of insurances as requested in 3.18;

If the applicant is incorporated, the following information shall be provided:

- c) A copy of the certificate of incorporation;
- d) The business number (NEQ);
- e) A copy of the company's certificate of status;

- f) A copy of the resolution from the company's executive board authorizing the signatories to submit a proposal.

8.1.2 Financial Resources

Because the concession operator shall pay fees to the NBC, each applicant shall provide information that proves that the applicant has the financial resources needed to meet all the requirements throughout the duration of the agreement, for instance:

- a) Certified annual financial statements for the past three years;
- b) Any document demonstrating the proposer's available financial resources to carry out this business, e.g. available and unused negotiated bank facility.

8.2 Rating of Requirements

The evaluation grid shows the criteria and the ratings for each criterion. After checking to ensure that the applicants meet all the mandatory requirements, they shall be rated on this basis for the other requirements. Applicants shall provide information on each of the evaluation criteria and be given a point rating for each of them. The points shall be assigned on the following basis.

Rated Requirements	Maximum Number of Points
Experience and understanding of the mandate	20
Services offered	20
Business plan	20
Proposal for pavilion layout	15
Financial proposal	15
Sustainable development	10

Proposals shall be evaluated on the basis of the information provided, which shall include the following criteria:

8.2.1 Experience and Achievements

- a) Presentation of the applicant
 - i) Organizational structure or organigram, and team;
 - ii) Vision and values;
 - iii) Competences relating to the present request for proposals;
- b) Summary of mandate understanding and demonstration of how the applicant's vision aligns with the NBC's mission, values and orientations, and enables the integration of the applicant's brand and the Plains of Abraham's brand.
- c) Presentation of two recent achievements (in the last 5 years) that are relevant to the present request for proposals.

8.2.2 Services Offered

- a) Detailed list of the menu and food items (table in Appendix D);
- b) Description of the mobile food bar;
- c) Any other relevant information.

8.2.3 Business Plan

- a) Market analysis that shows the feasibility of the proposed services;
- b) Description of proposed investments in the furnishing and layout of the pavilion;
- c) Description of the business hours and schedule to ensure the required minimum of operations;
- d) Analysis of the costs of staff, operations, and administration, as well as other costs;
- e) Calculations of potential for revenue generation, including an explanation of the way the figures were obtained, the assumptions, the possible risks, and the measures for risk mitigation. Annual financial forecasts for the entire duration of the agreement shall be included; a yearly breakdown of forecasted revenues and expenditures shall be provided;

- f) Revenue control system to be used, including the capabilities for auditing and producing revenue reports;
- g) Company's marketing principles and policies, and a description of the target markets for the proposed services;
- h) Proposed advertising and promotional programs (including, but not solely, paid media, public relations, the Web, and social media);
- i) Expected annual investment in marketing and promotion (budget);
- j) Any other relevant information.

8.2.4 Proposal for Pavilion Layout

- a) General presentation of the concept;
- b) Work needed;
- c) Work calendar;
- d) Furnishings and decoration;
- e) Planned investment;
- f) Any other relevant information.

Financial proposal

- a) Proposal of the fees that shall be paid to the NBC;
- b) Calculation of the projected amount of the fees.

8.2.5 Sustainable Development

- a) Presentation of environmentally responsible practices, including but not solely:
 - i) Reduction of greenhouse gas emissions;
 - ii) Reduction of waste generation, notably single-use plastics, and encouragement of recycling and composting;
 - iii) Use of green products, made from recycled materials or themselves reusable;
 - iv) Local sourcing;
 - v) Any other relevant information.

9. Submission Procedure and Closing Date

9.1 Submissions

Applicants shall email their proposals. All the documents for a proposal shall be combined into a single PDF.

The proposal shall be sent as an attachment to the email. An email with links to proposal documents will not be accepted.

The proposal shall be emailed to the following address: philippe.lafreniere@cceb-nbc.gc.ca

9.2 Closing Date for Proposal Submission

Proposals shall be received no later than the closing date and time. The closing date for proposal submission is:

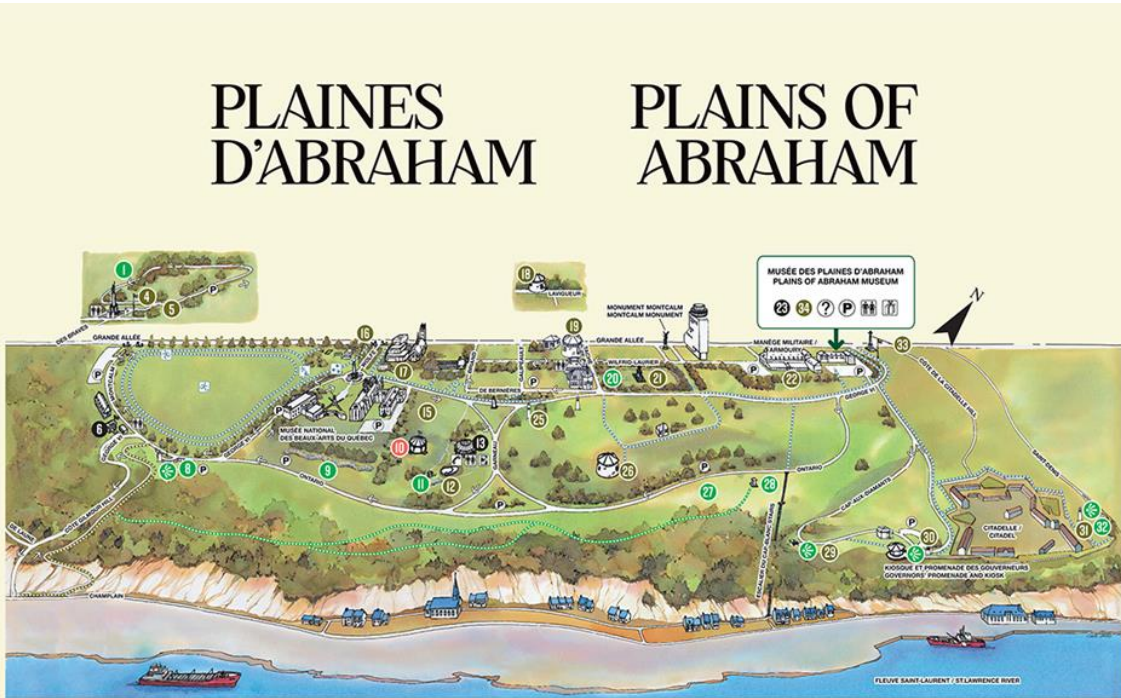
DATE: March 11, 2024, at 11:00 a.m. (EDT)

Applicants shall be responsible for ensuring that their proposal is received at the correct email address by the closing date and time. Proposals received after the closing date and time, as indicated in the present request for proposals, will not be taken into consideration and will be deemed non-compliant.

9.3 Extension of the Closing Date for Proposal Submission

The NBC may, at its absolute discretion, extend the closing date for proposal submission within a reasonable length of time. If need be, this information will be posted in the same way as the request for proposals has been.

Appendix A – Summer and Winter Maps of the Plains of Abraham



SERVICES

- | | |
|---------------------------|-------------------------------|
| Information ⓘ | Information |
| Boutique 🛍️ | Gift Shop |
| Pavillon central 🏠 | Central Pavilion |
| Machine distributrice 📄 | Vending machine |
| Sens de la circulation ➡️ | Direction of the Road Traffic |
| Sûreté 🚔 | Security |
| Stationnement 🅅 | Parking |
| Téléphone 📞 | Public phone |
| Toilettes 🚻 | Restrooms |

SPORTS ET LOISIRS SPORTS AND RECREATION

- | | |
|----------------------------|--------------------|
| Pétanque 🎱 | Pétanque |
| Piste de course à pied 🏃 | Jogging Path |
| Piste multifonctionnelle 🏃 | Multipurpose Track |
| Sentier de marche 🚶 | Walking Trail |
| Terrain des sports 🏈 | Playing Field |

Vous êtes ici 📍 You are here

HISTOIRE ET PATRIMOINE HISTORY AND HERITAGE

- | | |
|---|--|
| Bas-relief d'Abraham Martin 🗿 | Bas-relief of Abraham Martin |
| Croix du Sacrifice 🏛️ | Cross of Sacrifice |
| Fontaine du Centenaire 🗓️ | Centennial Fountain |
| Mémorial aux combattants 🗿 | Memorial to the Combatants |
| Monument Jeanne-d'Arc 🗿 | Joan of Arc Monument |
| Monument Wolfe 🗿 | Wolfe Monument |
| Monument des Braves 🗿 | Des Braves Monument |
| Monument Pierre-Dugua-de Mons 🗿 | Pierre-Dugua-de Mons Monument |
| Musée des plaines d'Abraham 🏛️ | Plains of Abraham Museum |
| Pierre blanche 🗿 | White Stone |
| Puits de Wolfe 🗿 | Wolfe's Well |
| Sentier des plaines d'Abraham 🚶 | Plains of Abraham Trail |
| Site commémoratif de la Première Guerre mondiale 🗿 | First World War Memorial Site |
| Tour Martello 1 🗿 | Martello Tower 1 |
| Tour Martello 2 🗿 | Martello Tower 2 |
| Tour Martello 4 🗿 | Martello Tower 4 |
| Vestiges de la maison Pinguet et du moulin Dumont 🗿 | Pinguet House and Dumont Mill Vestiges |
| Vestiges du blockhaus 🗿 | Blockhouse Vestiges |

NATURE

- | | |
|---|--|
| Cadran solaire 🕒 | Sundial |
| Jardin commémoratif du XII ^e Congrès forestier mondial 🌳 | XII World Forestry Congress Commemorative Garden |
| Jardin Jeanne-d'Arc 🌳 | Joan of Arc Garden |
| Parc des Braves 🌳 | Des Braves Park |
| Plate-bandes de l'avenue Ontario 🌳 | Flower Beds on Ontario Avenue |
| Point de vue 🏞️ | Viewpoint |
| Sentier de la nature 🚶 | Nature Trail |
| Terrasse Grey 🏞️ | Grey Terrace |
| Terrasse Pierre-Dugua-de Mons 🏞️ | Pierre-Dugua-de Mons Terrace |
| Verger Louis-Hébert 🌳 | Louis-Hébert Orchard |

ARTS ET SPECTACLES ARTS AND ENTERTAINMENT

- | | |
|--------------------------|--------------------------|
| Kiosque Edwin-Bélanger 🎪 | Edwin-Bélanger Bandstand |
|--------------------------|--------------------------|

ADMINISTRATION

- | | |
|--|--------------------------------------|
| Commission des champs de bataille nationaux 🏛️ | The National Battlefields Commission |
|--|--------------------------------------|

SÛRETÉ - SECURITY 24/24, 7/7 418-648-4652

AVIS ET RÉGLEMENT

Le parc des Champs-de-Bataille est formé d'un terrain inégal dont le relief naturel a été préservé. Les usagers du parc doivent faire preuve de diligence et de prudence et inspecter les lieux avant la tenue de leurs activités. La Commission des champs de bataille nationaux ne se tient pas responsable de toutes blessures ou autres dommages découlant de l'usage du territoire. La préservation des monuments et biens patrimoniaux présents sur le parc fait partie du mandat de la Commission des champs de bataille nationaux. Adresse-nous à nos conserves. Les contrevenants au règlement en vigueur dans le parc s'exposent à des amendes pouvant aller de 75 \$ à 200 \$. Notez que les dispositions du Code de la sécurité routière s'appliquent également en tout temps. Consultez la liste complète des interdictions : legaindesplaines.ca

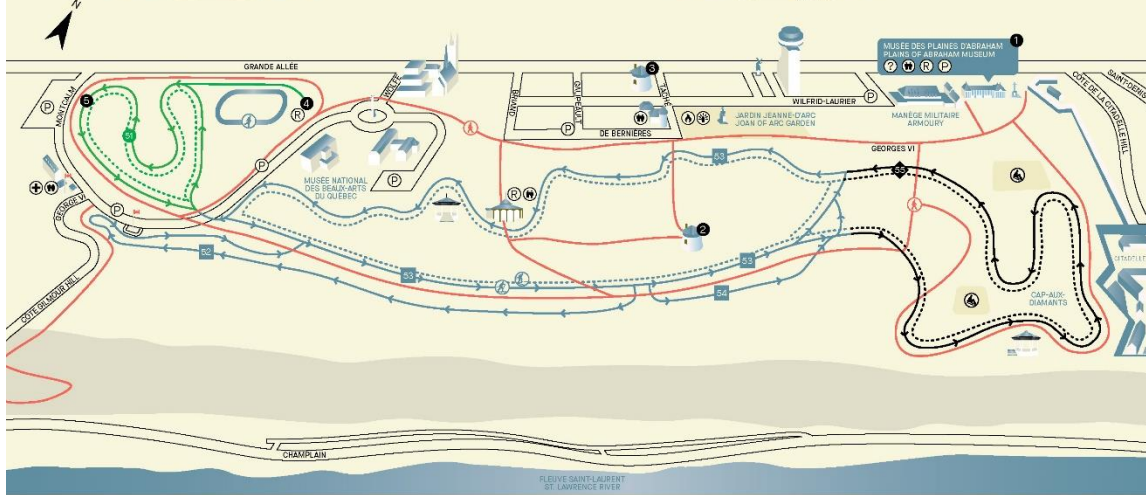
NOTICE AND LAW

Battlefields Park is formed by uneven terrain whose natural topography has been preserved. Park users must show diligence and caution and inspect the area before holding their activities. The National Battlefields Commission cannot be held responsible for any injury or other damage arising from the use of the territory. Part of the National Battlefields Commission's mandate includes the preservation of monuments and heritage assets present in the park. Help us protect them. Those contravening park regulations may be subject to fines ranging from \$75 to \$200. Note that the Highway Safety Code also applies at all times. Read the complete list of prohibited activities: theplainsofabraham.ca



PLAINES D'ABRAHAM

PLAINS OF ABRAHAM



LÉGENDE | LEGEND

Bâtiments | Buildings

- | | | |
|-----------------------------|---|--------------------------|
| Musée des plaines d'Abraham | 1 | Plains of Abraham Museum |
| Tour Martello 1 | 2 | Martello Tower 1 |
| Tour Martello 2 | 3 | Martello Tower 2 |
| Chalet des patineurs | 4 | Skaters' chalet |
| Salle de fartage | 5 | Waxing room |

Services

- | | | |
|---------------------|---|------------------------|
| Stationnement | P | Parking |
| Relais chauffé | R | Heated rest area |
| Toilettes | M | Restroom |
| Information | I | Information |
| Station chaleureuse | A | Warming station |
| Jardin illuminé | L | Lighting at the Garden |
| Sûreté | S | Security |

Activités | Activities

- | | | |
|---------------|----|----------------|
| Ski classique | CS | Classic skiing |
| Ski de patin | SP | Skate skiing |
| Marche | M | Walking |
| Patin | P | Skating |
| Glissade | G | Sliding |

Pistes de ski | Ski Trails

- | | | |
|-------------------------------------|---|---|
| Facile Easy | Intermédiaire Intermediate | Expert Expert |
| Des Braves
→ 1,6 km
→→ 1,6 km | dimour
→ 1,8 km
→→ 3,1 km
→→→ 3,1 km | Cap-ski-Diamants
→ 1,3 km
→→ 1,3 km |
| Cap-Bianco
→ 0,5 km | | |

Information

418 649-6157 | 1 855 649-6157
lesplainsdabraham.ca | theplainsotabraham.ca



Suivez le logo des plaines sur tous les appareils numériques.
Follow the logo on all mobile devices.
- Suivez le logo sur votre application mobile.
- Follow the logo on the mobile app.

Signalisation officielle des plaines d'Abraham
Official signage of the Plains of Abraham
418 649-6157
Service aux visiteurs: 9h à 18h
Visitor Service: 9h to 6p

NOTES IMPORTANTES
Les plaines d'Abraham sont un lieu public. Les chiens sont interdits. Les animaux de compagnie sont autorisés.
Les plaines d'Abraham are a public place. Dogs are prohibited. Pets are allowed.
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Appendix C – Photos of the Central Pavilion

