



## **THE ROYAL AVIATION MUSEUM OF WESTERN CANADA** **NON-BINDING EXPRESSION OF INTEREST**

### **I. Background**

The Royal Aviation Museum of Western Canada (the “**Museum**”) was established in 1974 by a small group of visionaries committed to preserving Canada’s distinct aviation heritage. Today, with nearly 100 historic aircraft and more than 70,000 artifacts, texts and photographs, the Museum remains one of Canada’s largest and most complete aviation heritage collections. This remarkable collection is not only the foundation for telling a remarkable story of history, but also engages students and visitors in discovering the science behind flight, inspiring future generations of aviators and explorers of the sky.

Over decades dozens of historic planes have been recovered, restored or entirely rebuilt with exacting standards and traditional materials like wood and fabric. Highlights of the collection include Canada’s first helicopter, the prototype Fairchild Super 71, and the Junkers JU-52/1m “Flying Boxcar” which can be seen nowhere else in the world.

The Museum, currently closed to the public, is building a new facility to better feature its stories of Manitoba’s earliest aviators and the birth of commercial aviation in Canada. The new Museum will provide STEM-based interactive experiences for visitors of all ages. It will be located adjacent to the Richardson International Airport and is set to open in late 2021.

Exhibition attendance has ranged from 32,000 to 45,000 over the past ten years. Featured exhibits such as the Lancaster and B17 bombers from WWII drove significant increases in attendance.

The Museum has a successful education program welcoming approximately 9,000 students each year as well as offering public programs such as Sleepovers, Birthday Parties, as well as Halloween and Easter events.

### **II. New Home & New Vision**

In late fall 2021, the Museum will reopen its doors in a brand new state-of-the-art building prominently located at 2088 Wellington Avenue on the main transit loop of the Richardson International Airport (just after the terminal.) More than 4.5 million people - tourists,



travellers, airport based staff, families and friends making drop offs - drive the loop annually and soon every one of them will be awed by the Museum's stunning architecture and the signature Aviation Plaza. More than 70,000 visitors are anticipated to pass through our doors in the first full year of operation.

Winnipeg's newest architectural marvel will feature restored and preserved aircrafts and artifacts ranging from bush planes to transport, military, and commercial aircraft, all impeccably displayed and accessible to visitors.

The Museum is uniquely positioned to be the premier storyteller of our rich aviation history and inspire the community for a bright aerospace future. Our bold vision is underway with construction beginning May 1, 2020. Our grand reopening is set for late fall of 2021.

The new 86,000 square foot Museum showcases the past, present and future of flight in 16 distinct thematic spaces. The main exhibit floor has nine galleries that include aircraft from our collection, as well as non-traditional spaces including a gallery for time limited feature exhibits, a simulator laboratory and a young aviators' zone created especially for school-aged children. The second floor has an interactive science of flight exhibit, a unique airport observation area to watch planes taking off and landing at the airport, plus two classrooms and an event rental space. The design and innovations planned for the Museum will ensure that visitors will leave enthralled with the rich history of Canadian aviation.

The Museum will provide a top tier experience, sharing stories of awe-inspiring adventure as visitors step aboard meticulously restored airplanes, touch actual fighter planes and bush planes, while gazing at additional airplanes suspended from the ceiling in mid-flight. State-of-the-art interactive exhibits, one-of-a-kind recreations, and a showcase of artifacts will invite visitors to an ever deeper understanding of our important aviation history. Special programming and feature exhibitions will attract audiences year after year. The Museum will also serve as a top tier event venue for entertainment, education and business functions.

In 2019, the Museum hired a new President & CEO, Terry Slobodian, who led the organization through a strategic planning process with MNP. The results of which, in a broad sense, guide the work the of the branding process.



From the new strategic plan:

### **WHAT WE DO**

- We preserve and promote the stories of aviation in western and northern Canada while educating, entertaining and inspiring

### **WHERE WE ARE GOING**

- This Museum will be one of Canada's most prestigious destinations that will tell the story of bush flying, Canadian aerospace and aviation

### **III. Definitions**

For the purposes of this Expression of Interest, unless otherwise defined, the following terms are defined as follows:

1. **"Museum"** means The Royal Aviation Museum of Western Canada;
2. **"Candidate"** means any party who expresses interest for consideration by the Museum;
3. **"Caterer(s)"** means the successful Candidate(s) chosen to provide catering services for the Museum;
4. **"Contract"** means the contractual agreement that the successful Candidate(s) will be awarded outlining its catering contract with the Museum;
5. **"Annual Review"** means the review that each successful Candidate(s) will be subject to, and which will be performed by the Museum within one (1) year from the date the Contract was entered into. The Annual Review will be performed by a representative on behalf of the Museum.

### **IV. General Purpose and Plan Forward**

From incorporation to the present day, the Museum has been positioned as an aviation



museum telling the story of Western Canada. However, as noted in the new mission, the Museum is also very much focused on aviation in the north as well. The Museum will have a much larger focus on interaction with our community (with our expanded footprint) and will become a hub for our city's top level events. Boasting modern classrooms, as well as innovative and sleek gathering spaces and a customizable exhibit spaces, guests of all kinds will be welcome and given the best service possible.

It is important in delivering a highly rated experience and vision for our guests that the Museum uses a top tier list of service providers who embody the same standards and help ensure that those booking our venue have access to the best levels of catering and support our province has to offer. This flexibility to customers and delivery of the highest standard is key to our continued success.

#### **V. Detailed Specifications – Key Elements**

The modern facility will offer options for smaller groups of 20-50, looking for intimate settings all the way up to our venue capacity of 500+ for galas, weddings and trade shows. We have meeting spaces for corporate needs and youth rooms for birthday parties, creating a wide array of customers and needs.

In planning a renown and memorable experience for our guests and events, we are looking for highly qualified and skilled caterer(s) who embody exceptional planning, communication and execution as cornerstones of their company and service. As we look for caterer(s) who match that vision and drive in the catering industry, we are hoping that all of the expressions of interest received from Candidates uniquely touch on a list of key elements which the Museum deems important to the evaluation, specifically:

1. **Business Overview** – Tell us about your brand and how you operate, specifically:
  - a. Your sales and marketing resources;
  - b. Your business development, including:
    - i. How you would leverage your existing client base, industry and community contacts and sales experience to generate new business for the Museum?;



- ii. Do you attend national trade shows to promote your company? If so, which national trade shows do you attend?; and
    - iii. Are you affiliated with or involved in any groups or boards within the Province of Manitoba? If so, which ones?
2. **Your Management & Events Team** – Who will the Museum be dealing with? Who makes up your main staff and support team? Do you have:
  - a. a Project Advisor;
  - b. a Food Service Advisor(s); and
  - c. a Consulting Chef?If so, provide information with respect to who they are and their experiences within the catering industry.
3. **Similar Ventures & Experiences** – Who else have you worked with in our amazing city and beyond? How long have you been in the catering business?
4. **Mission/Vision/Core Values** –
  - a. As part of everyday business activities, health and safety are vitally important. The Museum is committed to ensuring the health and well being of all employees and customers. We believe that sacrificing safety for the sake of expediency is never acceptable;
  - b. The Museum is committed to diversity, both internally and in the Candidate(s) and Caterer(s) it engages with. The Museum believes that a culturally sensitive, diverse workplace is better able to serve its needs and those of the community. The Museum expects the Candidates to make good faith efforts to include women and individuals from under-represented groups as part of the catering team offered to the Museum;



- c. The Museum is committed to the Manitoba community, and expects the Candidate(s) and Caterer(s) it engages with to demonstrate a similar commitment;
      - d. The Museum prides itself on its solid business reputation and on being a good corporate citizen. Candidate(s) are expected to have a sound reputation, which includes both the business reputation and that of its employees.
5. **Strengths & Standouts** – What do you do better than anyone else in this space, is it a price point, service, food or drink item? What makes you stand out from the crowd and have people looking for your specific brand?
6. **Event Services & Menus** – How does your brand deliver to different groups and needs? What examples can you provide?
  - a. Please provide sample catering menus that you would use for lunch events and dinner events;
  - b. In the event the Museum is required to add more food at a function, how much notice would you need? Or, will you make efforts to accommodate up until the day of the event?
    - i. What would you require from the Museum to confirm such an addition (verbal or written authorization?)
  - c. The Museum will require that all leftover food following an event be discarded following the completion of an event.
7. **Financial Proposal** – Describe the financial incentives to the Museum, including timelines and structure when servicing our events.
8. **Event Requirements** – What items will you provide when servicing our events (i.e. glass wear, table wear, bars)? The Museum is only responsible for providing the following:



- i. Tables (rectangular and/or circular);
- ii. Chairs; and
- iii. Audio/Visual connection.

9. **References** – Who can we talk to about your catering service, brand and style?

The Candidates who are preparing their response to this Expression of Interest to work with the Museum should feel free to use any style and format they would like for the submission to the Museum, however please ensure all the above points are addressed in some capacity. Additional content and information is welcome. Video links are encouraged in your package.

The response to this Expression of Interest submitted by the Caterer(s) will be evaluated as follows:

1. **Technical:** situational understanding, project and scope;
2. **Process:** how the plan addresses desirables, methodology, outcomes, stakeholder engagement;
3. **Qualifications:** expertise, proposed personnel, capacity to delivery;
4. **Proposal:** timeliness and quality;
5. **Past Performance:** experience with similar organizations;
6. **Incentives to Museum:** the financial benefits to the Museum (on a pre-taxes and gratuity basis).

## **VII. Candidate's Submissions**

All correspondence, documentation, and information provided in response to or because of this Expression of Interest may be reproduced for the purposes of evaluating the Candidate's submission. If a portion of the Candidate(s) submission is to be kept



confidential, the Candidate(s) will be responsible for clearly identifying same on their submission.

### **IX. Details of the Catering Opportunity Offered by the Museum**

All Candidates who plan to prepare and submit a response to this Expression of Interest to work as a Caterer with the Museum should carefully read and consider all of the requirements that the Museum will use in selecting its possible Caterer(s).

1. **Length and Renewal of Contract** – The Contract(s) will commence on January 1<sup>st</sup> and will be in full force and effect for one (1) full year to December 31<sup>st</sup>. At the end of each year, the Museum shall have the sole option to renew the Contract(s). The terms of the renewal will be substantially the same as the original Contract, and will be agreed upon by the Museum and the Caterer(s).
2. **Food Catering Sites** – The Museum is located on lands operated by Winnipeg Airport Authority (WAA) and is therefore adherent to all rules, regulations and standards the WAA has in place. The Museum's on-site kitchen is equipped for prep work and assembly. The Museum has running water, fridges and freezers with space for warmers. However, no cooking can be done on-site as per the WAA rules. All food must be cooked off-site from the Museum and brought to the Museum in warming devices. The Museum will not supply the Caterer(s) with cooking supplies, utensils, equipment or food warming equipment.

The Museum will facilitate the Caterer(s) use of the Museum's parking lot for cooking (through the use of a mobile kitchen, food truck or other mobile appliances) should the Caterer wish to cook and prepare food for an event held at the Museum.

3. **Sanitary Controls and Food Handling and Services** - The Caterer(s) are responsible for sanitary procedures and controls relating to Food Handling Permits in accordance with Provincial Health and Safety Requirements. The Caterer(s) will be responsible for providing the Museum with documentation confirming same and should be provided to the Museum no later than one (1) week prior to each event.



#### 4. Licenses, Permits and Alcohol

- a. The Caterer(s) shall arrange to acquire and maintain all necessary licenses and permits in relation to:
  - i. food preparation, food handling, storage and serving;
  - ii. possessing, handling or serving liquor or alcohol; and
  - iii. any and all other necessary licenses and permits required for the operation of a food catering company.
- b. Any alcoholic beverages served at the Museum must be done by a person possessing a valid Smart Choices designation; and
- c. The Museum and the Caterer must each possess the necessary and applicable permits for serving liquor or alcohol.

The Caterer(s) are to provide the Museum with proof of a valid Smart Choices designation 14 days in advance of the Caterer(s) scheduled event.

5. **Insurance and Indemnity-** The Caterer(s) agree to maintain Commercial Liability Insurance in an amount to be agreed upon by the Museum and the Caterer(s). The Caterer(s) are responsible for ensuring that all Commercial Liability Insurance includes liquor liability coverage. The Caterer(s) will name the Museum as an insured to the aforementioned insurance policy. The Caterer(s) also will agree:

- a. to indemnify and hold harmless the Museum and its directors, officers, shareholders, employees, agents and assigns, and other related entities, subsidiaries, affiliates and each of their respective successors and legal representatives from and against: any and all actions, claims, demands, suits, complaints, damages and charges, including administrative, regulatory or criminal charges or fines, administrative, regulatory, criminal and other monetary penalties, litigation, actions, audits, investigations,



proceedings, expenses and any related damages, including costs, legal fees and disbursements and losses whatsoever and howsoever arising:

- i. advanced by the Caterer(s) in respect of loss or damages it may at any time sustain or incur in connection to the Contract(s).
  - ii. advanced by a third party/parties in relation to events hosted at the Museum and staffed by the Caterer, including arising from or relating to the conduct of the Caterer, its employees, agents or contractors, or to any attendees at such events, including but not limited to:
    1. allegations against the Caterer and/or the Museum;
    2. allegations that patrons of the Museum left the Museum intoxicated and operated a moving vehicle; and
    3. any patrons who vandalize, damage or cause harm to any property owned, rented or loaned to the Museum.
- b. The Caterer(s) further agree not to take any steps or initiate or continue any claims, actions, proceedings or complaints against the Museum arising out of or in connection with the Contract(s) or the services provided thereunder.

6. **Financial Arrangements** - The Caterer(s) will be required to make a payment to the Museum of a surcharge on a per event basis. The Museum welcomes proposals from the Caterer(s) as to the surcharge percentage to be paid by the Caterer(s) to the Museum for each event that the Museum retains the Caterer(s) or for which the Caterer is engaged by the Museum or its guests (the “**Surcharge**”). The Surcharge will be applied to the total food and beverage sales before the addition of taxes or gratuity. The Surcharge is payable to the Museum on each catering invoice and is payable as follows:

- a. 50% of the Surcharge on or before the commencement of the event; and
- b. 50% of the Surcharge within 14 days following the event.



The Surcharge shall not apply to internal approved Museum events or to events for which the client has been referred to one of the museum sites by named caterer(s).

7. **Damages and Cleaning** - The Caterer(s) shall take all reasonable measures to prevent any damage to the site, supplies or property of the Museum, and will take all reasonable steps to ensure the safe operation of tools and equipment at the Museum's location. The Caterer(s) shall clean the premises at which the catered event has taken place and remove all of its equipment and supplies immediately following the event, but no later than 3:30 a.m. following the completion of the event. The Museum will arrange for its own site supervisor to perform a walkthrough with the Caterer(s) to confirm that the premises has been properly cleaned, no damage has been caused and that the Caterer has removed all of its equipment and supplies.

#### **X. Nature of Relationship**

The Museum will enter into a contractual relationship with the Caterer(s), and the relationship that may develop between them is one of arm's length contractual parties, and nothing more. For greater certainty, the Caterer(s) and the Museum will not as a result of their relationship be or be considered to be in a partnership, joint venture, agency, or employment relationship.

Further, nothing contained in this Expression of Interest shall be deemed to constitute a contractual relationship between the Museum and the Caterer(s), and the Candidate(s) agree that there is no such relationship between them, except as otherwise herein expressly provided.

#### **XI. Additional Terms and Conditions**

This Expression of Interest is non-binding and any response received from any Candidate(s) will be reviewed and evaluated by the Museum, all without creating any legal relationship or obligations between the Candidate(s) or the Museum unless and until a further formal written agreement is entered into between the parties.

By submitting a response to this Expression of Interest, the Candidate(s) agree that nothing in this document or in their response to this Expression of Interest creates any relationship with or obligation on the Museum.



## **XII. Confidential Information**

Once the Museum has successfully selected Candidate(s) for interviews, all correspondences, documentation (including financial information), and information of any kind that the Candidate(s) provide to the Museum or which they receive from the Museum in connection with or arising out of this Expression of Interest shall:

- a) remain strictly confidential between the Museum and the Candidate;
- b) remain the property of the Museum; and
- c) will not be used for any purpose other than with respect to the this Expression of Interest.

By agreeing to proceed in this process, the Candidate(s) further acknowledge that all processes, terms and financial information provided to the Candidate(s) by the Museum are to remain strictly confidential between each Candidate and the Museum.

The successful Candidate(s) selected for an interview may, upon the request of the Museum, be required to sign a Non-Disclosure Agreement (“**NDA**”) with respect to this Expression of Interest and the interview process. The Museum will provide the Candidate(s) with its form of a NDA for execution, should it be deemed necessary.

## **XIII. Costs**

Nothing in this document, nor resulting from the Candidate(s) submission of their response to the Expression of Interest obligates the Museum to the Candidate(s) or to pay for any costs, of any kind whatsoever, that may be incurred by the Candidate(s) or any third parties, in connection with their submission.

## **XIV. Conflict of Interest**

The Candidate(s) should not have any actual or potential conflict of interest or any other type of unfair advantage in submitting their response to this Expression of Interest, or in performing or observing the contractual obligations set out herein, except to the extent any such conflict of interest or unfair advantage are set out in the Candidate’s Submission.



If not set out in the Candidate's Submission, the Museum reserves the right, at its sole discretion, to invalidate any Contract(s) with the Caterer(s).

### **XV. Governing Law**

This Expression of Interest and the subsequent Contract(s) shall be governed by the laws of the Province of Manitoba.

### **XVI. No Liability**

Nothing in this document, the Expression of Interest or any submissions received in response to this Expression of Interest obligates the Museum to accept a submission, deal with a Candidate, interview a Candidate or to enter into a contractual relationship with any Candidate. For greater certainty, this is merely an invitation to Candidate(s) to express an interest in working with the Museum, and does not create any legal relationship or obligations on the Museum's part at all.

The Museum shall not be liable to any Candidate(s), person(s), or entity(s) for any losses, expenses, costs, claims, complaints or damages of any kind:

- a) Arising out of or by reason of or attributable to the Candidate(s) receiving or responding to this expression of interest, making a submission or participating in the process outlined herein;
- b) Arising out of or by reasons of or attributable to and decision made by the Museum throughout the process outlined herein, including the decision to accept a submission or not, or to work with (or to not work with) any Candidate(s); or
- c) As a result of the use of any information, error or omission contained in their submission, provided during the process outlined herein, or during the term of the Agreement.



**XVII. Timeline**

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| <b>Monday, September 27, 2021</b>                          | Expression of Interest delivered to public   |
| <b>Monday, October 11, 2021</b>                            | Candidate(s) submission deadline to respond to the Expression of Interest                          |
| <b>Monday October 18, 2021 to Friday, October 29, 2021</b> | The Museum’s finalist(s) will be selected (food tastings <i>may</i> occur at the Museum’s request) |
| <b>Monday, November 1, 2021</b>                            | Museum meetings with the successful Caterer(s)   |

**Submissions should be presented in digital format.**

Submit your expression of interest by \_\_\_\_\_, 2021 at 3 p.m. to:

**Terry Slobodian, President & CEO**  
**Terry.Slobodian@RoyalAviationMuseum.com**

The Museum requests that the Candidate(s) incorporate into their response to this Expression of Interest a budget for a one-year basis. The Museum would encourage all Candidates to describe their long term goals and ideas if they are selected as a Caterer, and their Contract is renewed.

Any Contract(s) resulting from a response to this Expression of Interest are for a one-year period. The Annual Review will be held in or around December of each year.