

**National Gallery of Canada**  
**Request for Proposals**  
**Exclusive Foodservice Provider**

**Responses due Friday, February 5, 2016 at 2:00 pm EST**

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## Purpose

The National Gallery of Canada (“NGC” or the “Gallery”) is seeking an Exclusive Foodservice Provider who will:

- operate all retail foodservice outlets and concessions at the Gallery;
- be the exclusive caterer for Gallery events and private rentals at the Gallery; and
- hold the liquor license for all food and beverage spaces at the Gallery (with a Bring Your Own Wine Endorsement).

The Gallery wishes to offer, through its Exclusive Foodservice Provider; innovative, fresh, hot and cold foodservices with healthy options to visitors, members, staff, volunteers and onsite contractors. As Gallery’s partner, the Exclusive Foodservice Provider, will provide catering to NGC and private rental events that result in positive, memorable experiences at the Gallery. The partner will support NGC’s Partnerships and Community Engagement Department by providing logistical services to private rental clients before, during and after their events.

The Exclusive Foodservice Provider will share in the Gallery’s vision and mission and be a seamless part of the visitor experience.

## Background

### About the National Gallery of Canada

The National Gallery of Canada was established in 1880, and is located in Ottawa, the Nation’s Capital. The Gallery is one of the world’s most respected art institutions — revered for its scholarship, applauded for its ability to engage audiences of all ages and all levels of artistic knowledge, and renowned for its exceptional collection of approximately 65,000 works of art. The Gallery’s Canadian collection is the most comprehensive and important of its kind in the world. Since 1988, the Gallery has been located at 380 Sussex Drive in a grand, light-filled structure of glass and granite, offering outstanding views of the Ottawa River and the Parliament Buildings.

The strength of the National Gallery of Canada lies in its collection of art, especially Canadian art, and its accessibility to the public across the country. The collection opens the way for appreciation of the finest in artistic expression, and the works of art it contains reveal the past, celebrate the present, and probe the future. The collection must be expanded, preserved, interpreted, and used extensively by the public for pleasure and understanding, for research, and for the advancement of knowledge.

The Gallery’s values:

- **Accessibility:** Programs are developed with the public in mind — not only visitors to the Gallery, but all Canadians.
- **Excellence and Scholarship:** The Gallery builds upon the high standards it has attained over the years in all its endeavours, from research and acquisitions to exhibitions, publications and public programs.

- Corporate Citizenship: The Gallery meets its public policy and legal obligations.
- Leadership: The Gallery is a recognized leader in the national and international art-museum communities.
- Collaboration: The Gallery collaborates with the network of art museums in all regions of Canada and abroad, and with its partners within the Government of Canada.
- The Gallery’s Workforce: The Gallery values its workforce, and creates a work environment in which people can maximize their potential and contribute fully to the success of the organization.

## National Gallery of Canada Venue Population

The potential market for foodservices at the Gallery consists of visitors, members, employees, volunteers and on-site contractors.

### Attendance

The table below shows attendance figures for the Gallery over the past five years (12-month periods ending March 31). Attendance is broken down into regular attendance (paid and unpaid attendance to the Gallery) and other attendance, which includes activities occurring during and outside Gallery operating hours, when attendees do not necessarily visit the exhibit spaces.

#### National Gallery of Canada Attendance — 12-Month Periods Ending March 31

Year	Attendance		Total
	Regular	Other	
2010/2011	271,819	44,186	316,005
2011/2012	308,532	38,358	346,890
2012/2013	407,895	36,231	444,126
2013/2014	216,925	20,466	237,391
2014/2015	266,527	25,870	292,397

The attendance projection for 2015/2016 is 350,000.

Attendance varies throughout the year, and is affected by holiday periods, special exhibitions, and days of the week. The table below shows total monthly attendance for the previous three years, and year-to-date (September 2015). Attendance for the Gallery’s prime season, May through September (which accounts for about 62% of the total attendance), is shown separately.

### National Gallery of Canada Attendance by Month

Month	2012	2013	2014	2015
January	11,947	12,568	12,538	19,673
February	22,931	17,388	15,515	22,296
March	25,146	19,125	17,246	25,519
April	16,275	12,498	16,325	27,783
May	42,265	25,230	27,246	39,687
June	67,312	28,838	27,042	40,581
July	81,376	33,206	38,028	52,148
August	108,708	32,048	34,833	57,149
September	32,094	17,901	24,183	33,860
October	16,287	15,506	17,233	
November	18,571	15,774	18,448	
December	12,157	11,091	21,571	
Total	455,069	241,173	270,208	318,696
Total May to September	331,755	137,223	151,332	223,425

Daily attendance is not shown; however, Saturdays and Sundays are the most-visited days of the week by the general public and members. Attendance is also relatively significant on Thursday evenings, when the Gallery is open with no admission charge. Weekly attendance during the months of May and June is heavily influenced by school groups.

No admission fee is required to access the foodservice outlets; however, visitors are required to obtain a foodservice admission badge at the main entrance. Between 1% and 2% of Gallery visitation is for foodservices only.

Additional information on Gallery visitation is summarized in the table below.

## National Gallery of Canada Visitor Profile

	Percentage
<b>Frequency</b>	
First Time Visitors	37%
Repeat Visitors	63%
<b>Age (average 51 years)</b>	
16 to 24 Years	12%
25 to 34	13%
35 to 44	12%
45 to 54	18%
55 to 64	23%
65 and over	22%
<b>Visitor Party Size</b>	
Visit Alone	24%
Visit Accompanied	76%
<b>Gender</b>	
Female	65%
Male	35%
<b>Source of Origin</b>	
Local	40%
Outside Ottawa/Gatineau Region	60%

In addition, 78% of visitors have a bachelor or post-graduate degree.

### Hours of Operation

The Gallery's hours of operations are tailored to the seasonal variations in visitor traffic. Details on the hours of operation may be found here:

<https://www.gallery.ca/en/visit/hours.php>

The average duration of a visit to the NGC is 90 minutes.

### Membership

The NGC's current membership by category is summarized in the table below.



## National Gallery Membership by Category

Category	Households	Members
Family	2,991	8,024
International	4	4
Individual	1,443	1,443
National	87	87
Senior	2,624	2,624
Senior Couple	1,584	3,165
Canadian Forces	172	406
Student	369	369
Youth	208	208
Higher Level Memberships	757	1,030
Total	10,239	17,360

### Employees, Volunteers and Onsite Contractors

The Gallery currently has the equivalent of 226 full-time employees. On weekdays, an estimated 207 employees and contractors are onsite. On weekends, an estimated 14 employees are onsite, along with up to 31 on-call employees. The Gallery also has 149 active volunteers.

Various volunteer groups meet regularly throughout the year, and often patronize the Gallery's foodservice operations.

- the French Docent group meets on the first Thursday of the month (approximately 30 people);
- Looking at Pictures/Vive les Arts meets as needed (approximately 30 people, mostly on Thursdays);
- Wednesday Morning Lecture Series (about 150 participants);
- two study groups (about 20 participants) meet once per month (one group on Saturday the other on Thursday); and
- Art in View program operates Wednesday and Thursday mornings with about 25 participants per day (six weeks in the fall and six weeks in the spring).

## Foodservices at the National Gallery of Canada

### Retail Foodservices

At present, the Gallery has a single foodservice outlet: the Cafeteria des Beaux-Arts (the "Cafeteria"). This outlet, located on the second floor of the Gallery, has 188 indoor seats and an outdoor seating area, and offers views of the Ottawa River and Parliament Buildings. The Cafeteria, as its name implies, offers cafeteria-style service, and is supplied from the main kitchen, located one floor below the Cafeteria des Beaux-Arts.

Foodservice is also offered seasonally (peak summer period and during the holiday season) in the Great Hall (the Café). The Great Hall was renovated in 2013, but the Café did not resume service until Summer 2015. The Great Hall has a small, adjacent finishing-kitchen area.

Sketches, located on the main floor, originally operated as a cafeteria. The space has a kitchen; however, all equipment and services have been removed. Sketches is now used as a group lunchroom and offers vending machines.

The Exclusive Foodservice Provider will be able to change the service style in the Cafeteria des Beaux-Arts if desired. Further, another outlet could also be provided. The Gallery has identified Sketches, and/or co-location in the Boutique, as potential additional foodservice outlets. Seasonal concessions may be offered in other areas of the Gallery (e.g., the Great Hall, the Entrance Hall, outdoor areas, etc.). The Gallery may consider contributing towards the capital costs required to renovate current facilities and/or construct new foodservice outlet(s).

The Cafeteria des Beaux-Arts currently opens before the Gallery opens to the public, providing breakfast service to Gallery employees; it closes one half-hour before the Gallery. During the non-peak season, the Gallery is closed on Mondays; however, the outlet opens to serve employees, volunteers and onsite contractors.

The Exclusive Foodservice Provider will be expected to provide service in at least one outlet beginning no later than 7:30am on weekdays and no later than 8:00 am on weekends. During the low season, when the Gallery is closed on Mondays, the Exclusive Foodservice Provider will be expected to provide service in at least one outlet from no later than 7:30 am and covering the lunch meal period, however the Exclusive Foodservice Provider will be able to change the menu offered on Mondays during the off season to accommodate the smaller customer base.

At present, staff, volunteers and contractors are offered a discount on food and beverage purchases. The Gallery recommends that a discount continue, but will allow the Exclusive Caterer to propose the discount rate. Members currently receive a 10% discount on foods and beverages; this policy will be expected to continue with the Exclusive Caterer. Approximately 32% of the retail foodservice sales are to staff, volunteers and onsite contractors. Members account for approximately 15% of retail foodservice revenues.

The table below shows the retail foodservice revenues generated by the current caterer at the Gallery.

**National Gallery Retail Foodservice Revenue (12 Month Periods Ending March 31)**

	<b>Cafeteria des Beaux-Arts</b>	<b>Café (Great Hall)</b>	<b>Total</b>
2010/2011	\$ 517,133	\$ 122,872	\$ 640,005
2011/2012	\$ 569,415	\$ 213,864	\$ 783,279
2012/2013	\$ 712,663	\$ 292,760	\$ 1,005,423
2013/2014	\$ 480,531	\$ -	\$ 480,531
2014/2015	\$ 540,752	\$ -	\$ 540,752
2015/2016 (year-to-date September)	\$ 366,280	\$ 39,539	\$ 405,820

*Note: The Great Hall closed for renovations in the summer of 2013. The Café did not reopen until the summer of 2015.*

## Catering

The NGC holds numerous events (internal, National Gallery of Canada Foundation and private rentals) in a variety of public spaces throughout the Gallery. In some cases, internal and Foundation events are held in the exhibition spaces. For the most part, private rentals occur in the public spaces summarized in the table below. Prior to renovations in the Great Hall (February 2013 to March 2014), the number of events held at the Gallery totalled over 230 per year, although not all events required catering. The NGC makes no guarantees with respect to the number of events, or catering revenue.

### National Gallery of Canada Rental Spaces

Space	Area (square metres)	Capacity by Event Type		
		Reception	Dinner	Theatre
Great Hall	810	880	450	520
Cafeteria des Beaux-Arts	397	250	250	n/a
Main Entrance Foyer <sup>1</sup>	297	400	n/a	150
Water Court Foyer	260	400	180	200
Auditorium (fixed seating)	440	n/a	n/a	399
Lecture Hall (fixed seating)	130	n/a	n/a	91
Seminar Rooms A & B	40	n/a	n/a	35
Sketches	126	120	80	90
Permanent Collection Galleries	n/a	n/a	n/a	n/a
Special Exhibition Galleries	n/a	n/a	n/a	n/a

<sup>1</sup> Only available for rent with the Great Hall or Water Court Foyer.

Drawings for these spaces will be distributed at the mandatory Site Visit.

The Exclusive Foodservice Provider will hold the liquor licence for all food and beverage spaces at the Gallery (with a Bring Your Own Wine Endorsement).

The Gallery is committed to prioritizing its own public programming, while offering its exceptional public spaces for private functions. Ideally, private functions will maximize profitability in a way that does not negatively impact resources and the visitor experience. The NGC and the Exclusive Foodservice Provider will work together to offer premier spaces and services to its rental clientele. The Exclusive Foodservice Provider will support the Gallery's Partnerships and Community Engagement Department by providing logistical services to rental clients before and during rental events.

The current food service contract is non-exclusive, meaning a list of Preferred Caterers are approved to deliver events based food service at the Gallery. The table below summarizes catering revenues realized at the NGC over the past four 12-month periods and year-to-date (September 2015).

**National Gallery of Canada Catering Revenue (generated by all caterers)—12 Month Periods Ending March 31**

	<b>Catering</b>
2011/2012	\$ 872,877
2012/2013	\$ 1,104,471
2013/2014	\$ 51,755
2014/2015	\$ 401,599
2015/2016 (year-to-date September)	\$ 102,099

*Note: The Great Hall closed for renovations in the summer of 2013.*

The NGC is working on a new space rental policy. The Gallery wishes to continue offering private rentals for the purpose of generating a profit.

The Gallery’s spaces (with the exception of the Great Hall) are available for rental when this does not affect Gallery programming or the visitor experience.

Exhibition spaces are available for private rental outside of Gallery operating hours for private viewing; however, food and beverages will not be allowed in these areas. Extra security and/or coordination fees may apply depending of the scope of the event.

The Great Hall will be available for rent as follows:

- For special functions<sup>1</sup> outside the high season<sup>2</sup> and when the Gallery programming or visitor experience is not seriously compromised. Special functions may be booked up to one year prior to the event.
- For simple functions<sup>3</sup> throughout the year. Gallery programming and/or the visitor experience remain special considerations. Simple functions may be booked up to six months in advance.

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<sup>1</sup> Special functions are events lasting more than four hours where technical and physical set-up and tear-down will require more than three hours or where set-up and tear-down must be completed during Gallery operating hours and/or on a day other than the day of the event (e.g., a gala event or wedding, including a reception, followed by a seated dinner).

<sup>2</sup> The high season typically coincides with special exhibitions or shows or when the Gallery hosts special events. The months of June through November and December through February can be part of the high season.

<sup>3</sup> Simple functions are events lasting less than four hours, requiring minimal logistical and technical arrangements (e.g., a two-hour stand-up cocktail, film screenings or lecture that requires less than one hour to set up).

The following table provides a sample of the reservation requirements for all spaces, and highlights season differentiation as well as event complexity.

**Sample Rental Availability Framework**

Space	Season	Event Start	Type of Event	Advanced Booking
Great Hall	High	30 minutes after Gallery Closing	Simple Function	Six Months
Great Hall	Low	30 minutes after Gallery Closing	Special Function	One Year
Water Court Foyer	High and Low	30 minutes after Gallery Closing	All	One Year
Auditorium	High and Low	Anytime	All	One Year
Sketches	High and Low	30 minutes after Gallery Closing	All	One Year
Seminar Rooms	High and Low	Preferably during Gallery Hours	Simple Function	One Year
Green Room	High and Low	Only with Another Rental Space	All	Varies
Sunken Garden and Terrace	High	Only with Another Rental Space	All	Varies
Main Entrance	High and Low	Only with Another Rental Space	All	Varies

As of December 4, 2015, 40 events have been booked (firm and in negotiation) for the period after the Contract start date (May 1, 2016). Several of these events are Partnership and Gallery internal events.

Potential exceptions to the catering exclusivity include:

- specialty foods (e.g., kosher) that the Exclusive Foodservice Provider is unable to prepare;
- National Gallery of Canada Foundation events (up to seven per year);
- Events booked (firm) prior to May 1, 2016 and to be held after May 1, 2016 for which clients have already booked a caterer from the Preferred Caterer list; and
- tasting type events (e.g., cheese tasting) where the rental client is providing food; and

In all cases where food catering may be provided by another caterer, the Exclusive Foodservice Provider would be responsible for beverage service.

## Exclusive Foodservice Provider Scope of Services

The provision of foodservice at the NGC is a major factor in providing a high quality visitor experience. As mentioned, the Exclusive Foodservice Provider will:

- operate all retail foodservice outlets and concessions at the Gallery;
- be the exclusive caterer for Gallery events and private rentals at the Gallery (potentially with limited exclusions<sup>4</sup>); and
- hold the liquor license for all food and beverage spaces at the Gallery.

Staff, student groups and on limited occasions other visitors are permitted to bring their own food for consumption while on the Gallery premises.

## General Expectations

With respect to retail foodservice outlet(s), the Exclusive Foodservice Provider must:

- provide a high quality foodservice program that is flexible enough to meet the needs of the various clients (i.e., visitors, school groups, private rental clients, staff, volunteers and onsite contractors);
- offer daily foodservice options that meet the Gallery's vision of innovative, fresh, hot and cold foodservices with healthy options;
- fit within the operational requirements of the Gallery; and
- ensure cleanliness, which is critical to foodservice operations, to ensure the risks to works of art both stored and exhibited are minimized.

## Minimum Required Hours of Operation

The following requirements apply to the minimum hours of operation for retail foodservice outlet(s) and concessions at NGC.

- at least one outlet must be open no later than 7:30 am on weekdays (including Mondays when the Gallery is closed) to provide foodservices to staff, volunteers and onsite contractors;
- on weekends, at least one outlet must be open no later than 8:00 am; and
- one outlet must be open until at least thirty minutes prior to Gallery closing, including Thursdays when the Gallery is open late.

The Exclusive Foodservice Provider will be the exclusive caterer at the NGC. Many of these events occur outside of normal business hours including weekends and holidays.

The general public currently has access to the Cafeteria des Beaux Arts during Gallery operating hours. The NGC would work with the Exclusive Foodservice Provider to allow access to the foodservice outlet(s) outside Gallery operating hours. However, potential logistical challenges must be overcome. Any

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<sup>4</sup> Potential minimal exceptions to this policy could occur. Please see Potential Exceptions to Catering Exclusivity in the previous section.

agreement relating to operating outside Gallery operating hours will be subject to further negotiations and will require consent and approval by the NGC.

### **Term of Contract and Commencement of Services**

The Term of the Contract shall be for five (5) years with the Gallery having the option to extend the Contract for one additional five (5) year term. The Contract extension shall be based on the Exclusive Foodservice Providers reliability and performance over the term of the Contract.

If the Gallery elects to extend the Contract, it will provide the Exclusive Foodservice Provider of its intention at least 120 days prior to expiry of the Contract. The Exclusive Foodservice Provider must acknowledge, in writing, receipt of the notice and the acceptance or rejection of the Contract extension no later than 15 days after receipt of said notice.

The Contract start date will be May 1, 2016.

The Exclusive Foodservice Provider shall agree to honour any catering and alcohol contracts in place between KW Catering, or other Preferred Caterer, and rental clients of the Gallery at the time the contract commences and scheduled within a three-month period. The Exclusive Foodservice Provider shall also agree to honour or increase by no more than 3% any contracts, which are in place or in negotiation and which are scheduled to take place between 4 and 12 months from the commencement of the contract.

### **Safety and Security**

The Exclusive Foodservice Provider shall:

- Be responsible for the safety of all foodservice staff, customers and equipment used in the delivering the foodservices and shall comply with the requirements of the Occupational Health and Safety Act and the Canadian Labour Code and its regulations.
- Maintain security standards consistent with security policies of the Gallery. The Exclusive Foodservice Provider shall be responsible for providing personnel, including sub-contractors, security cleared at the Reliability Status Level. This screening will be done in accordance with Public Works Government Services Canada Industrial Security Program. The Gallery's Chief Security Officer (CSO) shall be solely responsible to have Proponent staff appropriately screened prior to being assigned to the NGC. This screening includes a criminal record check and may include a credit check. The Exclusive Foodservice Provider is responsible for all costs associated with the security clearance of its employees.
- Adhere to site protocols and policies, etc.
- Adhere to receiving areas, waste disposal areas, access routes, and storage areas shall be defined by the Gallery's Chief, Facilities Planning and Management.
- Ensure all deliveries are to be directed to the ground level receiving area at appropriate times as not to interfere with NGC operations. The Exclusive Foodservice Provider is responsible for arranging, receiving and the transport of all goods to the kitchen/other areas and designated

storage rooms. No intermediate temporary storage shall be allowed in other rooms, corridors etc. The receiving room shall be kept neat and tidy at all times.

## **Insurance**

The Exclusive Foodservice Provider shall at its own expense, provide and maintain the following insurance, in its own name, during the full term of the Contract. Original insurance certificate must be provided to the Gallery within 7 business days of the award of Contract.

The policy shall include as additional insured, the National Gallery of Canada.

The limit shall be not less than \$5 million, for bodily injury, sickness, death and damage to property including loss of use with respect to any one occurrence, or series of occurrences arising out of one cause.

The policy shall include the following coverage:

- Premises and operations liability;
- Broad Form Tenant legal liability;
- Broad Form Property Damage;
- Medical Expenses coverage;
- Severability of Interests clause;
- Liquor Law Liability;
- Products or completed operations liability;
- Blanket contractual liability;
- Cross liability;
- Elevator liability;
- Contingent Employers liability;
- Personal injury and advertising liability;
- Owner's and Food Services Operator's protective coverage; and
- Non-owned automobile liability.

## **Menus and Pricing**

Proponents are to provide sample menus for the foodservice outlet(s) and catering services. Menus should include portion sizes, be imaginative and innovative to encourage sales, offer varied choices with a focus on health and nutritious selections as well as a minimum of one vegetarian option daily.

Proponents may provide special holiday, theme days, special events and daily/weekly specials. When posted, the menus shall contain nutritional information and notices and alerts of contents that may affect individuals with food sensitivities and allergies. All notices and alerts are to be highly visible and posted in a conspicuous location such as on the menu board, servery counter and other locations as deemed appropriate.

Menu, catering and hot and cold beverage prices should be reasonable and competitive to area restaurants or similar operations and offer healthy, excellent quality, varied and interesting food and beverage services to promote patronage by visitors, members, employees, volunteers and onsite



contractors. Discounts for members (10%) and employees, volunteers and onsite contractors must be considered.

Outlet, concession and catering prices proposed must remain firm and unchanged for the first six months of the contract. Thereafter, the Exclusive Foodservice Provider must provide a detailed menu and price adjustment proposal at least sixty (60) days prior to the end of each year for review and approval by the Gallery. The price changes proposal must include relevant sales data, market and sales forecasts and other information that supports any changes to menu prices. Once the agreement has been reached for all menu prices for the next year, they will remain firm and unchanged until the next year. This includes prices and fees for catering (including corkage fees).

The overall price increase must not average higher than the Consumer Price Index for the previous year unless reasonable documentation is provided by the Exclusive Foodservice Provider showing unusual cost escalations or related factors for specific product cost changes.

Any qualifications to pricing may result in rejection of the submission.

All pricing shall be expressed in Canadian currency, net of taxes and automatic gratuities.

Daily menu prices shall be posted in all outlet(s) and concessions for viewing. A weekly menu may be distributed electronically to staff, volunteers and onsite contractors.

Any changes, revisions, additions or deletions to the established menus must be approved by the Chief, Facilities Planning and Management or designate 30 days in advance.

The Gallery shall have the right at its discretion to request changes to the menu or preparation, cooking, presentation or serving of any foods or beverages.

All menus and signage must be available in both official languages. Due to the NGC's location, English is to be shown first on any printed material.

## **Management and Staffing**

All Exclusive Foodservice Provider management and staff will be employed by the successful Proponent. The Exclusive Foodservice Provider should provide a statement of policy and operation procedures with regard to personnel: management, supervision, selection, training, discipline and any other relevant information. All Exclusive Foodservice Provider employees coming in direct contact with customers must be fully bilingual. The Gallery reserves the right to review the qualifications of foodservice personnel for both concession and catering services and the Gallery may withhold approval of specific personnel, but such approval should not be unreasonably withheld.

In accordance with the requirements of subsection 13.1(10) of the Employment Standards Act (ESA), the Gallery is compiling information with respect to the employees of the current Foodservice Provider. The current Foodservice Provider's employees are not unionized. The following information concerning each employee of the current Foodservice Provider is available from Kathy Broom at [kbroom@gallery.ca](mailto:kbroom@gallery.ca):

- job classification or job description for each employee;
- the wage rate actually paid to the employee;
- a description of the benefits, if any, provided to the employee including the cost of each benefit and the benefit period to which the cost relates;
- the number of hours that the employee works in a regular non-overtime work week, or if hours vary from week to week; and
- the date of which the current Foodservice Provider hired the employee.

Should the contract be awarded to a Proponent who is not the incumbent; the name, address and telephone number of each employee as they appear in the current Foodservice Provider's records will be provided to the successful bidder after issuance of the contract.

When submitting proposals, it is understood that all policies of the proponent must comply with current Canadian Federal, Provincial and civic laws related to income tax, unemployment insurance, worker's compensation and the Canada Pension Plan.

The Exclusive Foodservice Provider will be responsible for hiring, training and retaining qualified management and staff for the food service operations. Qualified foodservice supervisory personnel must be assigned to direct operations at the foodservice outlets and catering. The Exclusive Foodservice Provider must comply with all NGC labour policies.

The successful Proponent will be expected to meet with the Gallery on a regular basis. The Exclusive Foodservice Provider will be expected to prepare, submit and present reports and analyses on the foodservice operations as may be required from time to time.

The Exclusive Foodservice Provider will be expected to ensure that it employs the necessary staffing complement to meet outlet, concession and catering foodservice demand in an efficient manner. The Exclusive Foodservice Provider will ensure that all of its employees consistently provide the highest level of friendly, helpful and efficient customer service.

The Exclusive Foodservice Provider will provide consistent and appropriate uniforms for staff, subject to the approval of the Gallery.

### **Equipment, Smallwares and Maintenance**

The kitchen equipment, banquet tables and chairs, and dining room furnishings are owned by the Gallery (an inventory of the equipment owned by the Gallery and provided for exclusive use of the Exclusive Foodservice Provider may be found in Appendix A). Foodservice equipment, tables and seating as listed in the attached appendices, will be made available to the Exclusive Foodservice Provider and shall remain the property of the Gallery. All loose equipment supplied by the Exclusive Foodservice Provider shall remain as the Exclusive Foodservice Provider's property. Any investment in facilities and fixed equipment by the successful Proponent will be amortized over ten years and vest with the Gallery at the end of the ten year period. In the event the Contract is not renewed after five years or is terminated early, the Gallery will buy back the unamortized portion of the successful Proponent's investment.

The Exclusive Foodservice Provider shall take all precautions necessary to avoid damage to the NGC's property and shall be responsible for the repair of such by any means necessary immediately on notice of such condition by the owner or Municipal authorities. Repairs deemed necessary as a result of normal day to day use will be the responsibility of the Gallery as advised by the Chief, Facilities Planning and Management or designate.

The Exclusive Foodservice Provider shall use care in handling, storing, and using equipment, materials, and supplies. Items furnished by the Gallery shall be used only for areas designated by the Contract or as directed by the Chief, Facilities Planning and Management or designate. The Exclusive Foodservice Provider shall submit, within ten (10) Business Days before the Contract starts, materials and supplies to be used in conjunction with the Contract. The Gallery reserves the right to approve or reject the use of any materials and supplies.

The Exclusive Foodservice Provider must be fully knowledgeable and capable of operating commercial grade kitchen appliances, food preparation equipment and all related utensils. Proper operation, handling and safety precautions are to be observed and carried out at all times. The Exclusive Foodservice Provider and employees will be totally responsible for the day to day operations, cleaning practices and shall be the sole contact for the Health Department, regulations, inspections, and carrying out correctional orders, etc., for the purposes of food and service requirements. Cleanliness is critical to operations to ensure that the risks to works of art, both stored and exhibited (e.g., air quality, pest control, etc.), are minimized.

The Gallery will provide maintenance and repair for all Gallery-owned equipment as listed in the attached appendices, only if the maintenance and repairs are required to address normal wear and tear. Any repair that is required as a result of the Exclusive Foodservice Provider's failure to use the equipment prudently or as stipulated in the operating instructions, will be repaired by the Gallery and charged back to the Exclusive Foodservice Provider.

The Exclusive Foodservice Provider shall maintain all storage spaces in a clean, neat and safe condition and in compliance with Ontario Regulation 562/90 Health Protection and Promotions Act.

Equipment supplied by the Exclusive Foodservice Provider shall be maintained at the Exclusive Foodservice Provider's expense.

The Exclusive Foodservice Provider will provide, but not be limited to the following: the glassware, dishes, cutlery and trays, cups, saucers, coffee mugs, banquet linens, tray accumulators, condiment holders, carts, trays, microwave, all kitchen food preparation utensils and devices, high volume toaster, mixer, slicers, heated soup and food containers, etc., as necessary for food preparation and customer usage and consumption. All smallwares, preparation utensils and equipment for food preparation shall be of the best quality and the Exclusive Foodservice Provider shall ensure that any of the items used by the public are in continued presentable condition. Replacement of these pieces shall be the responsibility of the Exclusive Foodservice Provider and the Exclusive Foodservice Provider should be prepared to supply additional items as required.

The Exclusive Foodservice Provider will be expected to provide free of charge smallwares, glasswares and linens to internal Gallery events and Gallery Partnered<sup>5</sup> events of up to 400 people.

In addition to the space for foodservice outlet(s) and concessions, storage areas, the kitchen and the service kitchen of the Great Hall and equipment as shown in Appendix A, the NGC will provide the following:

- infrastructure for direct debit and credit card machines;
- telephones (excluding cell phones);
- hot and cold running water;
- hand soap, paper towel and toilet paper;
- electrical power outlets;
- guidelines relating to marketing and advertising permissible to the Exclusive Foodservice Provider in relation to the Gallery;
- health & sanitation audits and inspections;
- design approval for modifications or additions to equipment or furnishings; and
- vending services.

The NGC will be responsible for:

- weekly garbage and recycling pick-up from designated containers at the loading dock;
- pest control;
- fire protection equipment maintenance & testing;
- daily vacuuming and monthly cleaning of the carpet in the Cafeteria des Beaux Arts (and other outlets if applicable);
- cleaning of the ceiling in the Cafeteria des Beaux Arts seating area (and other outlets if applicable);
- daily washing and polishing of granite floors in the Cafeteria des Beaux Arts (and other outlets if applicable);
- interior and exterior window cleaning;
- wall repairs and painting;
- maintenance of NGC plants;
- lighting;
- snow removal on terrace (emergency exits);
- maintenance of blinds; and
- maintenance of grease traps.

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<sup>5</sup> Gallery Partnered events are co-produced by the Gallery and a third party (e.g., Toronto International Film Festival events).

## **Permits and Licenses**

The Exclusive Foodservice Provider shall pay for and possess all permits, licenses, inspection fees, certificates and necessary approvals as required to operate the foodservice and any equipment to carry out the work as required in the Request for Proposal submission.

The Exclusive Foodservice Provider shall acquire a liquor license for all food and beverage service areas at the Gallery. The license must include a Bring Your Own Wine Endorsement, to be used for catered events where the Gallery and the Exclusive Foodservice Provider agree to allow the client to bring wine. In such cases, the Exclusive Foodservice Provider may charge a corkage fee.

## **Review and Inspection**

The daily operation of the kitchen and foodservice outlet(s) and concessions will be reviewed by the Chief, Facilities Planning and Management or designate in conjunction with the Exclusive Foodservice Provider periodically and at any time at the Gallery's discretion. Any requests and or corrections must be carried out by the Exclusive Foodservice Provider to the satisfaction of the Gallery.

## **Material Safety Data Sheets**

The Exclusive Foodservice Provider shall provide manufacturer's technical literature, specifications, and Material Safety Data Sheets on all cleaning materials or product to be used, ten (10) Business Days prior to commencement of services. Accurate Material Safety Data Sheets will be maintained and a copy for each product shall be placed in the kitchen area, and a copy provided to the Chief, Facilities Planning and Management or designate.

It is the sole responsibility of the Exclusive Foodservice Provider to comply with any and all government regulations regarding the proper labeling, storage and or disposal of any cleaning materials or products used by the Exclusive Foodservice Provider.

## **Relationship Management**

The Exclusive Foodservice Provider shall meet with the Chief, Facilities Planning and Management and the Chief, Partnerships and Community Engagement, or their designates, prior to the start of the Contract to review the contract to establish a work schedule acceptable to the Gallery and meet on a weekly basis thereafter for the Term of the Contract to ensure performance standards are being fulfilled.

The Gallery will schedule and lead regular relationship management meetings with the Exclusive Foodservice Provider, and mandate reasonable rules and regulations from time to time governing the provision of foodservices and catering, use of the premises, operation and use of the Gallery's facilities and equipment, shipping and receiving areas, advertising and promotion. Any requests and or corrections must be carried out by the Exclusive Foodservice Provider to the satisfaction of the Gallery.

## **Employee Conduct**

The Gallery maintains a high profile image therefore; the Exclusive Foodservice Provider is to maintain a high level of customer service, quality and conduct in dealing with the visitors, members, employees,

volunteers and onsite contractors while in performance of their duties. All staff of the Exclusive Foodservice Provider are to dress in an acceptable and consistent manner and shall be identified by way of company uniform appropriate to the working conditions (to be approved by the Gallery) and wear a name tag.

All employees, representatives, and officials of the Exclusive Foodservice Provider shall be expected to maintain favourable relations with visitors, members, employees, volunteers and onsite contractors by practicing courtesy. Any display of offensive, discourteous, or rude behaviour toward visitors, members, employees, volunteers and onsite contractors by the Exclusive Foodservice Provider or any of their employees or representatives, may be cause for contract cancellation.

## Quality Control

The Exclusive Foodservice Provider will operate the foodservice outlet(s), concessions and catering operation consistent with the highest quality offerings at other similar institutions. The Gallery wishes to offer, through its Exclusive Foodservice Provider innovative, fresh, hot and cold foodservices with healthy options to visitors, members, staff volunteers and onsite contractors.

Quality ratings of raw food should be no less than Canada Grade A Standard, Number 1 or equivalent as the case may be for meat, fish, poultry, eggs, dairy products and produce. No dented or rusted cans or products beyond the expiration date are permitted. All other products and condiments must be of comparable quality.

Specifications for the food to be supplied under this Contract are as follows:

- Butter/Butter Products and Cheddar Cheese—Canada First Grade. Must comply with Food and Drugs Act and Regulations.
- Fresh Milk and Milk Products—Must originate from a certified milk pasteurization plant and comply with the applicable regulations.
- Meat, Poultry and Processed Meats—Must originate from a federally or provincially approved plant with the establishment number clearly marked on all products. All cured and processed meats must also comply with the Food and Drug Act and Regulations. Ground beef shall not exceed 17% fat content.
- Canned Goods—Canned goods should be Canada Fancy.
- Shell Eggs—Canada Grade “A” Large.
- Additional food standards:
  - Bakery items should be fresh daily.
  - All foods served shall be wholesome and free from spoilage and decay. Uncooked items such as fresh fruit and vegetables shall be clean and free of blemishes.
  - All foods prepared, stored and served shall be at proper temperatures, in proper locations, attractive in appearance and compliant with all health regulations.
  - All display serving and eating areas will be attractive, clean and orderly at all times. Specifically, the appearance and quality of food shall be observed by the Exclusive Foodservice Provider’s representative(s) prior to the start of each peak meal period and

necessary actions taken to ensure that spillage, soil spots and blemished food be removed promptly.

- Food serving areas are to be well stocked throughout the hours of operation.
- Foods that contain nuts, monosodium glutamate or other potentially life threatening substances to sensitive individuals, must be clearly identified for the consumer.
- The Exclusive Foodservice Provider must not allow objectionable odours such as frying meat, onions, etc. to emanate from the main kitchen and the outlet(s)' servery. Doors to the main kitchen shall remain closed at all times.

The Exclusive Foodservice Provider's supervisor shall perform regular, systematic inspections of the premises covered by this Contract to ensure that the services or work specified herein are accomplished in a quality and professional manner at all times.

Inspections by the Chief, Facilities Planning and Management or other authorized staff of the Gallery may be conducted at any time. The Gallery will verify the existence of authorized equipment and products from time to time, through an on-going quality control program. All inspections occur on an unannounced basis and all products and equipment are expected to be present at all times.

Any and all deficiencies must be corrected within one working day of notification. The Chief, Facilities Planning and Management or designate must be notified in written form when these deficiencies are corrected. Additional inspections may be required to maintain quality.

The operator's staff must at all times comply with Public Health regulations, safety rules, regulations, policies, etc. and rules of conduct that apply to the Facility.

The foodservice outlet(s) and concessions must meet all Federal, Provincial and Regional statutes, ordinances, health, sanitary, nutrition and safety regulations. As a minimum, it is preferable that the Manager present possess a valid Food Handler training certificate obtained within the last five years and ensure that the certification is kept current.

The Exclusive Foodservice Provider shall provide sufficient amount of staff to minimize waiting time for ordering food from the foodservice outlet(s) and concessions in order to reduce staff line ups and handle unexpected high volumes of customers.

## **Environmental Initiatives**

The Exclusive Foodservice Provider shall be required to:

- Participate in the Gallery's waste reduction and recycling program by collecting the contents of waste, recycling and organic waste containers daily from designated containers located within the foodservice outlet(s) and concessions and depositing the contents into approved collection bins located in the designated garbage room for removal.
- Styrofoam food containers and other non-compostable or non-recyclable food and beverage containers are not to be used.
- Collect and dispose daily the used cooking oil.

The use of environmentally approved products and services will reduce negative impacts on the environment and create a healthier indoor environment for visitors, members, employees, volunteers and onsite contractors.

Only those products certified through Environmental Choice, Green Seal are to be used for the following tasks:

- general purpose cleaning;
- glass and stainless steel cleaning;
- paper towels are to have no less than 70% post-consumer recycled content; and
- plastic waste and recycling liners are to have no less than 10% post-consumer recycled content.

The Exclusive Foodservice Provider shall submit a list of products to be used for these purposes.

## **Utilities**

The Gallery will provide the hydro, water and HVAC services required for the foodservice outlet(s) and concessions. Note that there is no natural gas or propane on-site. The Exclusive Foodservice Provider will exercise good judgment at all times for the use of utilities and implement energy conservation practices and awareness to its staff. The food preparation area will be adequately equipped for all Gallery supplied equipment and have adequate power outlets for Exclusive Foodservice Provider supplied countertop food preparation utensils or appliances.

## **Reporting**

The Exclusive Foodservice Provider must maintain a complete and accurate record of all revenue and business transacted and must use approved cash registers. The Exclusive Foodservice Provider must permit The Gallery and/or authorized Gallery Auditors to have access to its books and records whenever requested and as often as requested, for the purpose of verifying Exclusive Foodservice Provider's gross receipts. Record of sales is to be submitted to the Chief, Facilities Planning and Management or designate on a monthly basis.

Reports to the Gallery will include foodservice outlet(s) and concessions sales data, including catering. By submitting a Proposal in response to this RFP, Proponents are agreeing that revenue data can be shared in the next RFP for Foodservice Provider at the Gallery.

## **Methods of Payment**

The Exclusive Foodservice Provider must have high-speed capabilities of accepting various means of payment for all purchases. At the very least, the Exclusive Foodservice Provider will accept: cash, debit, and credit cards issued by Visa and MasterCard. All cash is to be accepted via a cash register or POS system with a record. The daily receipt of cash is the responsibility of the Exclusive Foodservice Provider for safekeeping.

## **Signage**

No sign shall be erected on the premises by the Exclusive Foodservice Provider without the prior written consent of the Gallery. Should the Gallery grant consent to the Exclusive Foodservice Provider to install



such signage, the Exclusive Foodservice Provider at its sole expense shall erect the signage advertising the conduct of business on the premises. The Exclusive Foodservice Provider shall be required to:

- conform to and meet all requirements of the Gallery;
- ensure signage is in both official languages;
- maintain signage and ensure that it is professionally prepared, in good condition and repair;
- hold the Gallery harmless from injury to persons or property arising from the erection and maintenance of any signs; and
- upon termination of the Contract, agree to remove all signs and repair any damage caused by any of the signs and any such removal.

The Gallery reserves the right to immediately remove any signage installed by or on behalf of the Exclusive Foodservice Provider which are installed in violation of this section. The Exclusive Foodservice Provider will be responsible for any associated costs of the removal of signage installed in violation of this section.

## **Health and Safety**

The Exclusive Foodservice Provider will be responsible for ensuring that foodservice preparation and service areas are maintained in a clean manner by its staff in accordance with the Canadian Food Service Sanitation Standard and the requirements of municipal health inspectors and their authorities. All food handling must be completed according to industry-accepted food safety and HACCP (Hazard Analysis and Critical Control Points) guidelines. The Exclusive Foodservice Provider will be required to clean dining area(s) in a timely manner and immediately attend to any spills. The Exclusive Foodservice Provider will also be responsible for all routine cleaning of outlet(s), concessions and kitchen.

The Exclusive Foodservice Provider may be asked to contract and pay for periodic third party sanitation audits in addition to regular Gallery inspections. Reports are to be submitted to the Gallery on a timely basis, and at the Gallery's request. Copies of all Health Inspector reviews and third party sanitation audits and a summary of the actions that will be undertaken to resolve any deficiencies must be provided to the Chief, Facilities Planning and Management or designate within one business day of the inspection or audit.

The successful Proponent must have knowledge of and willingness to comply with all applicable Canadian Federal, Provincial and Municipal Acts, Orders and Regulations governing food quality standards, including:

- The Food and Drug Act
- The Canada Meat Inspection Regulations
- The Canada Dairy Products Act and the Canada Dairy Products Regulations
- The Canada Agricultural products Standards Act
- Meat and Canned Foods Act
- Fresh and processed Fruit and Vegetable Regulations

- All other applicable Federal, Provincial and Municipal Acts, Orders and Regulations which exist or may come into existence during the term of the agreement

The Exclusive Foodservice Provider shall comply with all requests made by The Gallery's Chief, Facilities Planning and Management or designate.

The Gallery has the right to accept or reject any or all products or equipment supplied by the Exclusive Foodservice Provider in performing the services of the Contract.

The successful Proponent is responsible for cooperating with pest control initiatives in foodservice areas. These will be supplied by Gallery's Facilities Planning and Management Department.

The Exclusive Foodservice Provider shall ensure that a Hazard Prevention Program is in place, and that all staff adheres to safe work practices and that all necessary safety equipment is used by employees while on the job site.

### **Employees of the Exclusive Foodservice Provider**

All employees of the Exclusive Foodservice Provider must be remunerated by the Exclusive Foodservice Provider for their services in accordance with the laws of the Province of Ontario.

### **Alterations**

The Exclusive Foodservice Provider shall not make or permit any alterations, additions or improvements to the foodservice outlet(s), concessions or kitchen without the prior expressed written permission of the Chief, Facilities Planning and Management or designate.

### **Termination**

The Gallery may terminate the Contract with a minimum of 30 Business Days written notice for any of the following reasons:

- the Exclusive Foodservice Provider fails to pay to the Gallery the agreed financial return when due;
- if applicable; Exclusive Foodservice Provider fails to report revenues, net income (if applicable based on the financial submission) and commissions/fees for the foodservice outlet(s), concessions and catering operations when due; and
- the Exclusive Foodservice Provider fails to rectify any deficiencies in performance to the satisfaction of the Gallery within ten days of written notification.

The Gallery may terminate the Contract immediately for any of the following reasons:

- the Exclusive Foodservice Provider becomes insolvent or declares bankruptcy;
- the Exclusive Foodservice Provider's company changes ownership; and
- the Exclusive Foodservice Provider breaches any conditions of the Agreement.

The Exclusive Foodservice Provider may terminate the Contract with 120 days written notice to the Gallery.

## Request for Proposals (“RFP”) Process

### Estimated Timeline

The following is the Gallery’s estimated timeline for the RFP Process.

Activity	Timeline
RFP Issued	December 10, 2015
Mandatory Site Visit	January 11, 2016 10:00 am EST
Last Day for Proponent Questions	January 18, 2016
Last Day for Issuing Addenda	January 22, 2016
RFP Closing	February 5, 2016 2:00 pm EST
Presentation by Short Listed Proponents	Mid-February 2016
Contract Award	By March 1, 2016
Contract Begins	May 1, 2016

The estimated timeline is subject to change at the sole discretion of the Gallery.

### Mandatory Site Visit

Proponents must attend the Site Visit to be held at the National Gallery of Canada building, located at 380 Sussex Drive, Ottawa, Ontario, Canada on January 11, 2016.

The Site Visit will consist of:

- A general review of Scope of Services and RFP document. It is the responsibility of the Proponent to bring their copy of the RFP to the Site Visit, and to read the RFP;
- A tour of the premises;
- Distribution of site drawings of foodservice areas and rental spaces; and
- A question and answer period about the RFP package, the work and the site.

Proponents should register, in writing, with the Procurement Manager prior to the Site Visit.

Proponents must give the names of the people that will be attending the Site Visit, so that security passes can be prepared in advance.

Prior to the Site Visit, Proponents are encouraged to submit questions, in writing to the Procurement Manager, which they want to discuss at the Site Visit.

The last day for registration is January 8, 2016.

Proponents shall report to Kathy Broom, Procurement Manager, at the Tour Group Lobby, by 9:45 am, Ottawa time, to sign the attendance sheet and obtain a security pass. The Group Entrance is the first rotunda as you approach the National Gallery in the U-drive.

The Site Visit will begin at 10:00 am, sharp.

Proposals will not be accepted from Proponents not represented at the Site Visit.

Each Proponent shall inspect the site and familiarize themselves with existing conditions, limitations and constraints that may arise during the period of the contract.

## Proponent Inquiries

All inquiries and communications regarding any aspect of this RFP should be directed to the Primary Contact:

Kathy Broom  
Procurement Manager  
National Gallery of Canada  
380 Sussex Drive  
Ottawa, Ontario  
K1N 9N4

[kbroom@gallery.ca](mailto:kbroom@gallery.ca)

With respect to Proponent queries:

- Responses to all inquiries will be in writing.
- All inquiries, and all responses from the contact person, will be recorded by the Gallery.
- The Gallery is not required to provide a response to an inquiry.
- A Proponent may request that a response to an inquiry be kept confidential by clearly marking the inquiry “Commercial in Confidence” if the Proponent considers the inquiry to be a matter of proprietary commercial interest. Notwithstanding:
  - If one or more other Proponents submits an inquiry on the same or similar topic to an inquiry previously submitted by another Proponent as “Commercial in Confidence”, the Gallery may provide a response to such inquiry to all Proponents; and
  - If the Gallery determines there is any matter that should be brought to the attention of all Proponents, whether or not such matter was the subject of an inquiry, including an inquiry marked “Commercial in Confidence”, the Gallery may, in its discretion, distribute the inquiry, response or information with respect to such matter to all Proponents.

Information offered from sources other than the Primary Contact with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

## Addenda

The Gallery may, in its absolute discretion, amend this RFP at any time by issuing a written addendum. The addenda will become an integral part of the Contract. Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to inquiries as provided in Section Proponent Inquiries above, will be included in, or in

any way amend, this RFP. Addenda will be issued by the Gallery and posted on buyandsell.gc.ca. The Proponent should acknowledge receipt of all addenda in the proposal submission. It is the Proponent's sole responsibility to ensure that it has received all addenda issued by the Gallery. Proponents shall fill out Appendix B with the numbers and dates of addenda posted by the NGC as a means to confirm that the proposal submitted contains any additional information provided by NGC in relation to this RFP.

### **Provision of Information**

The Gallery does not make any representation as to the relevance, accuracy or completeness of any of the information made available except as the Gallery may advise with respect to a specific document.

This supplied information may be supplemented or updated from time to time. Although the Gallery will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check with the Primary Contact Person for updates and to ensure the information used by the Proponents is the most current, updated information.

Each Proponent is responsible at its own cost to make or carry out its own independent examination, due diligence, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labour, equipment and materials, and the quantity of the work to be performed. The Proponent agrees that it has satisfied itself by the Proponent's own investigation and research regarding all such conditions, and that Proponent's conclusion to submit a Proposal is based upon such investigation and research, and that Proponent shall make no claim against the Gallery because of any of the estimates, statements or interpretations made by any officer or agent of the Gallery which may prove to be in any respect erroneous.

### **Submission Instructions**

Six (6) hard copies and one (1) electronic copy of the Proposal must be submitted by mail, courier or in person to the Contact Person:

Kathy Broom  
Procurement Manager  
National Gallery of Canada  
380 Sussex Drive  
Ottawa, Ontario  
K1N 9N4

The proposal must be received by 2:00 pm EST on February 5, 2016 (the "Closing Time").

### **Closing Time**

Proposals must be received at the Delivery Address before the Closing Time. Proposals received after the Closing Time will not be considered and will be returned unopened. Proposals will not be publicly opened.

## **Language of Proposals**

Proposals may be submitted in English or French. Any portion of a Proposal not submitted in one of the two official languages may not be evaluated.

## **Receipt of Complete RFP**

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any Addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Closing Time. The Gallery accepts no responsibility for any Proponent lacking any portion of this RFP.

## **Electronic Communication**

Proponents should not communicate with the Contact Person by fax. The Contact Person will not respond to any communications sent by fax. The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or deliveries are permitted by the terms of this RFP.

The Gallery does not assume any risk or responsibility or liability whatsoever to any Proponent:

- for ensuring that any electronic email system being operated for the Gallery is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
- if a permitted email communication or delivery is not received by the Gallery or received in less than its entirety, within any time limit specified by this RFP; and
- all permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

## **Revisions to Proposals Prior to the Closing Time**

A Proponent may amend or withdraw its Proposal at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

## **Validity of Proposals**

By submitting a Proposal, each Proponent agrees that its Proposal, including all prices, will remain irrevocable and open for acceptance from the Closing Time until midnight at the end of the 90th calendar day following the Closing Time (the Proposal Validity Period).

## **Material Change after RFP Closing Time**

A Proponent will give immediate notice to the Gallery of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or a change to financial capability.

## Evaluation Process

The Evaluation Committee comprised of Gallery staff and its representatives will be evaluating all compliant Proposals.

Proponents will be evaluated on the basis of the information provided in their Proposals. The Evaluation Committee shall review, analyze and rate the Proposal submissions in accordance with the Evaluation Criteria.

Please note that by submitting a proposal, Proponents agree to all terms and conditions set out in this RFP. Any exclusions to such terms and conditions must be included in the Proposal.

Proposals must contemplate operation of the Gallery's foodservice outlet(s), concessions and catering services. Proposals from consortiums of two or more companies (e.g., one operating the outlet(s) and concessions and one operating the catering) would be welcome.

The evaluation will be a three-stage process:

- Stage 1 - Proposals that do not comply with the requirements as indicated in Stage 1 - Mandatory Requirements, will not be further evaluated in Stages 2 & 3. Proposals meeting the Mandatory Requirements will be further evaluated by application of the evaluation criteria and scoring as outlined.
- Stage 2 - Will include an evaluation of the compliant proposals received. Each Proponent's response will be scored by the Evaluation Committee against the evaluation criteria. Out of the proposals received, the three highest ranked proposals, as determined by the Evaluation Committee, will be short-listed and asked to participate in Stage 3 of the evaluation process.
- Stage 3 – Presentations

A short list of three Proponents, based on their scoring in Stage 2, will be asked by the Gallery to provide a presentation to the Evaluation Committee at a mutually agreed upon date and time to demonstrate the Proponent's ability to provide quality food and services. The Evaluation Committee may at its discretion, provide questions to Proponents in advance of the presentation or pose questions during the course of the presentation. These may be questions that are distributed to Proponents who qualified to participate in Stage 3 or these may be specific questions that the Evaluation Committee may have with respect to the information set out in the Proponent's proposal. The Gallery reserves the right to determine what questions will be posed. Evaluation of food samples of a typical menu or of selected foods such as soup, salad, sandwiches, hot entrées will be required. The Evaluation Committee may also visit a facility being operated by each of the short-listed Proponents. Details on the presentations and site visits will be provided to the short listed Proponents after review of the Stage 2 evaluation.

The Gallery reserves the right to request additional information to assist in the evaluation process.

The Proponent with the highest accumulated score, out of a maximum of 100 points from Stage 2 and 3 of the Evaluation Process, will be recommended for award.

### **Stage 1 – Mandatory Requirements: Pass/Fail**

Proponents must meet Mandatory Requirements described below in order to be evaluated for the subsequent stages.

- must have at least five (5) years of applicable foodservice operation experience, operating similar type of foodservice operation; and
- the proposal must include operation of the Gallery’s foodservice outlets, concessions and catering services.

### **Stage 2 – Proposal Evaluation**

Requests for Proposal meeting Stage 1 – Mandatory Requirements will then be evaluated on the basis of the following scoring criteria

#### **Stage 2 – Proposal Evaluation**

<b>Criteria</b>	<b>Weighting</b>
1. Proponent Profile	5
2. Experience and References	5
3. Service Excellence and Food Quality	20
4. Management and Operation Plan	15
5. Marketing and Promotional Strategies	5
6. Financial Consideration	10
<b>SUBTOTAL</b>	

#### **Stage 3 – Presentation**

<b>Criteria</b>	<b>Weighting</b>
Presentation	40
<b>TOTAL SCORE</b>	100

### **Proposal Submission Requirement and Format**

Six hard copies and one electronic copy of the Proposal must be submitted. The maximum length of the Proposal to be thirty (30) pages, inclusive of all attachments including resumes, references and documentation relating to project experience, etc. Sample menus and marketing materials may be



included in appendices (not included in the Proposal page limit). The Proposal must include a signed Addenda Form, provided in Appendix B.

Proponents are to submit their information in the format described in this RFP. Not following the identification and order creates the risk to Proponents that, even if the information is provided, it may be overlooked and consequently not considered in the evaluation of the Proponent's score.

### **Proponent Profile**

This section should include:

- A brief description of the Proponent and its business including information on the legal structure, list of current or proposed owners/stakeholders, leadership of the company, corporate structure, size of current and past operations, including number of employees, and range of services and/or products and sales volume.
- Information on the Proponent's financial capacity. Specifically, Proponents should provide demonstrated financial capacity to manage the proposed business. The Gallery reserves the right to request audited financial statements for the past three years and a letter of reference from a major financial institution indicating that the Proponent has the financial capacity to provide the proposed services.
- This section of the proposal should also include notice and description of any pending or active material litigation against the Proponent, which might affect its ability to provide the required services.

If the Proponent is a team and/or joint venture, the above information will be required of each member of a Proponent Team.

### **Experience and References**

Information provided in this section must demonstrate how the Proponent will be the best fit for the Gallery, as a partner, to provide innovative, fresh, hot and cold foodservices with healthy options to visitors, members, staff, volunteers and onsite contractors and deliver Gallery and private rental catering events of the highest quality.

Items to cover may include but not be limited to the following:

- The Proponent must confirm the number of years of relevant experience in providing similar foodservices as required. Experience should demonstrate the Proponent's capacity and management ability to provide high-quality foodservices in both the Foodservice/Cafeteria and catering operations.
- If available, provide and include any third party customer satisfaction surveys, articles, etc. confirming the Proponent delivers visually appealing food of high quality, excellent customer service, and positive and memorable guest experiences.
- Provide and include a list and brief description of all other foodservice operations that have been and/or are currently being operated by the Proponent (a maximum of five operations).

The list shall indicate how long the contract has been in place. Include and provide at least three (3) of the most relevant references of clients with similar operations.

- The Proponent should provide a minimum of three references who can attest to the Proponent's ability to operate retail and catering foodservices. References should include the name and title of the reference, phone and email contact information and a description of the work provided by the Proponent for the reference.
- The Gallery reserves the right to contact these and or any other references given to perform a reference check to confirm the track record and quality of services provided by the Proponent to other current foodservice accounts.

If the Proponent is a team and/or joint venture, the information in this section will be required of each member of a Proponent Team.

### **Service Excellence and Food Quality**

It is very important to the Gallery that the successful Proponent provide excellent customer service and meet customer expectations at all times for foodservices in both the Foodservice/Cafeteria and catering operations. It is equally important that the successful Proponent deliver visually appeal, fresh, hot and cold foodservices, with healthy options in both the Foodservice/Cafeteria and catering operations.

Items to cover for both concessions and catering services may include, but are not be limited to, the following:

- Provide a corporate organizational chart and describe how the organization will support the staff that is directly associated with the Gallery contract. Outline resources and support systems that are available to the on-site personnel.
- Identify quality and customer care management programs, including training, orientation, development of employees, and plans to deal with any customer complaints.
- Identify orientation, training and development program for new staff.
- Describe proposed service approach to support the Partnership and Community Events team in delivery of events to private, Partner and internal clients.
- Continuity in service delivery is important to the Gallery. Indicate what back-up resources are available to supplement both the on-site team and catering staff, and/or to replace these persons if they are not available to the Gallery.
- Describe programs/methods in place to retain and keep good people. For example, recruitment, retention, employee development and compensation programs.
- Proposed dress code and uniforms for the outlet(s), concessions and catering staff.
- Describe the health and safety program, including compliance and monitoring to required regulations and established guidelines to ensure safe handling of food at all times.
- Describe various food quality and standards/grades to be used (must meet the requirements stated in the RFP),
- Describe measures that will be taken to monitor and control the quality of food, including how results will be communicated with the Gallery.
- Sanitation, recycling, cleanliness and waste disposal initiatives.

- Monitoring and control over food presentation and concept.
- Describe any value added services to be provided.

Short listed prospective Proponents will be requested to schedule a time to provide free of charge a sampling of their proposed menu to the Evaluation Committee of the Gallery to sample various proposed menu items. The Evaluation Committee may also visit a facility being operated by each of the short-listed Proponents.

If the Proponent is a team and/or joint venture, the above information will be required of each member of a Proponent Team.

### **Management and Operation Plan**

Proponents must provide a comprehensive narrative that sets out the management plan they intend to employ and follow which illustrates how the plan will serve to accomplish the service proposed.

Proponents are welcome to propose changes to the operations and service style at the Cafeteria des Beaux Arts. Proponents may propose new outlet(s) and concessions as part of their management and operations plan.

Items to cover may include, but not be limited to, the following:

- The Proponent should provide details of the proposed outlet(s), concessions and catering operations including specifics on how the outlet(s), concessions and catering programs will be operated and managed.
- Proponents should describe any creative elements for the overall business strategy intended to generate incremental concession sales on-site. For example, any suggestions for improvements to concession spaces, such as the overall design of the Cafeteria servery, which would potentially generate new business.
- Proponents should provide biographies for the senior operations person(s) that will be directly responsible for foodservice operations at Gallery and for the proposed on-site Manager and Chef. Provide the names and detailed resumes of the following key team members: bilingual site manager; executive chef; bilingual events sales manager; and banquet captain(s). Indicate the team member's relevant experience, qualifications and training. Indicate if the team members will work part-time or full time on the Gallery foodservice operations.
- The proposal should include the proposed staffing complement for the outlet(s) and concessions. This should include an analysis showing how such staffing levels will provide sufficient service levels at peak periods and minimum staffing levels allowing for a sufficient level of service in slow periods. Proponents should also identify staffing recruitment plans, process and standards used if staff must be hired.
- Plan for service of alcoholic beverages.
- Plan to promote healthy eating by customers of the foodservices.
- Efforts and program to promote environmental concerns.
- Operational issues: training programs, and disciplinary policies, oversight to ensure appropriate conduct, hygiene and sanitation methods, employee appearance, proposed dress code and

uniforms for the outlet(s), concessions and catering staff, monitoring inventory, ordering procedures and purchasing methods, strategies to ensure timely deliveries, types of management reporting, required monthly, that will be communicated with the Gallery.

With respect to the outlet(s) and concessions, the Proponent should provide proposed:

- operating concept that demonstrates alignment with Gallery's values, with a view to being an integral part of the visitor experience;
- financial forecast of sales and profitability for the term of the operation, samples of monthly and annual financial statements and information to be provided when requested;
- operating hours (must meet the minimum hours of operations requirements);
- organizational chart and number of staff required;
- menus including first year pricing and portion sizes;
- menus for special holidays, theme days, etc.;
- signage and menu boards – provide examples (photos or description);
- computerized food service management and point of sales systems;
- promotional plan; and
- communication strategies to liaise with Gallery staff for foodservice concession(s).

With respect to catering, the Proponent should provide proposed:

- venue management model that demonstrates understanding of the complexity of the task of maximizing profitability from premium space rental while minimizing the impact on visitor experience;
- approach to working collaboratively with the Partnerships and Community Engagement team in providing internal, Partner, and private rental services to clients;
- operating concept that demonstrates alignment with Gallery's values, with a view to being an integral business partner;
- financial forecast of sales and profitability for the term of the operation, samples of monthly and annual financial statements and information to be provided when requested;
- indicate the number of persons that are available for all types/sizes of catered events, including banquet event supervision;
- menus including first year pricing and portion sizes, and presentation styles;
- inclusive list of all additional cost items and policies (e.g., gratuities, tasting fees, corkage, consultation fees, set up fees, delivery charges, etc.) (note: increases in any fees after the start of the contract must be approved by the Gallery);
- order notice period, minimum order levels, and cancellation and confirmation policies;
- client communications policies – addressing client callbacks, client reviews and suggestions;
- communication strategies to liaise with Gallery staff for catering services;
- billing policies and procedures;

- computerized food service management and point of sales systems; and
- promotional plan.

If the Proponent is a team and/or joint venture, the division of tasks and responsibilities associated with all aspects of performing the Contract should be identified with respect to each member of a Proponent Team.

### **Marketing and Promotional Strategies**

Proponents are to provide a marketing and sales program that maintains a high customer interest to maximize sales and promote foodservice participation both in retail foodservice operations and catering services. Include samples of signage, posters, decorations, flyers etc. that would be used throughout the year.

### **Financial Consideration**

Proponents should provide estimated revenues for the foodservice outlet(s), concessions and catering as well as supporting rationale for the revenue projections. Statements of Projected Operations should also be provided if the Proponent is proposing financial consideration consisting of profit sharing.

Proponents should also provide proposed financial remuneration to the Gallery from the foodservice operations. Proponents are encouraged to be creative. However, all proposals must include a minimum annual financial commitment to the Gallery. For example, if the Proponent proposes a commission structure based on revenues a minimum base commission must be included. Proponents are welcome to be creative in this section of their Proposal.

In addition, Proponents shall include:

- The Proposal amount shall solely reflect payment only and all other operational expenses are the sole responsibility of the Proponent.
- The Proposal must also include a written plan for payment schedule.
- Proposal for discounts to members, and employees, volunteers and onsite contractors must be considered.
- Any rent, commissions or incentives from gross sales to be provided to the Gallery, if applicable and viable in the operation.
- Any capital that will be committed by the Proponent to upgrade existing foodservice operations and/or construct new foodservice operations or concessions. The Gallery may consider contributing towards part of the capital costs required to renovate current facilities and/or construct new foodservice outlet(s). Proponents should provide, at a minimum, a financial and investment plan assuming the Proponent assumes all capital investment and may provide an option(s) assuming a certain level of investment by the Gallery.

If the Proponent is a team and/or joint venture, the above information will be required of each member of a Proponent Team.

### **Negotiations**

On completion of the evaluation process, vendor negotiations may be undertaken to refine the details of the Contract for all portions of the proposed services described in the Request for Proposals.

Negotiations may take the form of adding, deleting, or modifying requirements.

Assuming mutually acceptable terms and conditions can be negotiated a contract will be signed with the selected Proponent. In the event of a default or failure to arrive at mutually acceptable terms and conditions, the Gallery may accept another Proposal or seek new Proposals, or carry out the service in any other way deemed appropriate.

### **Best and Final Offers**

Proponents are reminded that, since this is a Request for Proposals, a best and final offer may be requested, but this would be considered only with the short-listed Proponents, if used at all.

Proponents are encouraged to provide their best offer initially and shall not rely on oral presentations or best and final offers.

## **RFP Terms and Conditions**

### **No Obligation to Proceed**

This RFP does not commit the Gallery to select a Preferred Proponent(s) or enter into an Agreement and the Gallery reserves the complete right to at any time reject all Proposals, in whole or in part, or to otherwise terminate this RFP and proceed with the opportunity in some other manner.

### **Cost of Preparing the Proposal**

The Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Gallery, attending meetings, conducting due diligence and costs related to the presentation as set out in Stage 3 of the Proposal Evaluation.

### **Reservation of Rights**

The Gallery reserves the right, in its discretion, to:

- amend the scope of the opportunity, modify, cancel, or suspend the RFP at any time for any reason;
- accept or reject any Proposal based on the evaluation of the Proposals in accordance with this RFP, and in particular the Gallery is not obliged to select the Proposal with the lowest contract price;
- waive a defect or irregularity in a Proposal and accept that Proposal;
- reject, disqualify, or not accept any or all Proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members;
- re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- make any changes to the terms of the business opportunity described in this RFP;
- negotiate any aspects of a Preferred Proponent's Proposal; and
- extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents who have registered with [buyandsell.gc.ca](http://buyandsell.gc.ca).

### **Confidentiality**

All Proposals submitted to the Gallery become the property of the Gallery and will be received and held in confidence by the Gallery, subject to the provisions of the Access to Information Act and other applicable legislation.

### **No Collusion**

Proponents will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, adviser, agent or representative of any other Proponent regarding the preparation, content or representation of their Proposals. Nothing in this section will prevent any interested party from talking to other interested parties for the purpose of forming a team to submit a Proposal to this RFP.

Proposals submitted as a consortium of caterer(s) and/or restaurateur(s) will not be considered to be colluding.

## **No Lobbying**

Proponents and their respective team members, directors, officers, employees, consultants, agents, advisers or any other representatives will not engage in any form of political or other lobbying whatsoever in relation to the opportunity, this RFP, or the competitive selection process, including for the purpose of influencing the outcome of the Competitive Selection Process. The use of the media for these purposes is also prohibited. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the opportunity, this RFP, or the competitive selection process, directly or indirectly, with any representative of the Gallery or any employee of Gallery, any director, officer, employee, agent, adviser, consultant or representative of any of the foregoing, or the media, as applicable, for any purpose whatsoever, including for purposes of:

- commenting on or attempting to influence views on the merits of the Proponent's Proposal , or in relation to Proposals of other Proponents;
- influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals, the selection of the Preferred Proponent , or any negotiations with the Preferred Proponent;
- promoting the Proponent or its interests in the opportunity, including in preference to that of other Proponents; and
- criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of this Section, Gallery in its discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration.

## **Limitation of Damages**

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- agrees not to bring any Claim against the Gallery or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal for any matter in respect of this RFP including:
  - if the Gallery accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP; or
  - if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Gallery exercises any rights under this RFP; and
- waives any and all Claims against the Gallery or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Gallery and the Proponent for any reason, including:



- if the Gallery accepts a non-compliant proposal or otherwise breaches (including breach of material terms) the terms of this RFP or;
- if the Project or RFP is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this RFP or both) or the Gallery exercises any rights under this RFP.

### **No Compensation for Participation in this RFP**

The Gallery will not provide any compensation to Proponents for participating in this RFP competitive selection process.

### **Debriefs**

The Gallery will, following Contract award, upon request from an unsuccessful Proponent, conduct a debriefing for that Proponent (via telephone), if requested in writing, within ten (10) business days of notification that they have been unsuccessful. In a debriefing the Gallery may discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Gallery will not disclose or discuss any confidential Information of another Proponent.

### **Interpretation**

In this RFP:

- the use of headings are for convenience only and are not to be used in the interpretation of this Agreement;
- a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of or Appendix to this RFP;
- words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- the word "including" when used in this RFP is not to be read as limiting; and
- each Appendix attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

## Appendix A—Equipment

NGC: Kitchen Services Equipment Inventory			
<b>Note: All equipment is electrical.</b>			
Main Kitchen			
Description	Manufacturer	Model Number	Serial Number
60 Quart Mixer	Blakeslee	DD-60	57-54732-EDC
30 Quart Mixer adapter kit	Blakeslee	DD-60	57-54732-EDC
Mixer parts & storage rack			
2- Door Bakery Fridge	Beverage-Air	HR2-1S	930515
1-Door Bakery Freezer	Beverage-Air	HF1-1S	9304952
Tilting Skillet	Vulcan		
Steam Kettle (150 Litres)	Cleveland	KEL-40-T	WT8014-96K01
Steam Kettle (80 Litres)	Cleveland	KET-20-T	WT8156-96L01
Slicer	Hobart	2712	56-1272-032
Hot Food Cart	Alto-Shaam	1000-BQ-96	4554-29-587
Hot Food Cart	Alto-Shaam	1000-BQ-96	4554-26-587
Hot Food Cart	Alto-Shaam	1000-BQ-96	4554-28-587
Ice Machine	Hoshizaki	KM-650MAH	B06905A
Double Stack Convection Oven	Garland		
Dishwasher	Hobart	CLPS66e	85-1078658
4 Burner Range	Vulcan		
Griddle	Vulcan	RRE24D	650084527
Walk-in Fridge	Foster		
Walk-in Fridge	Foster		
Walk-in Freezer	Foster		
Steamer	Southbend	SX-34EC	63994-2Y-0704
Deep Fryer + Side storage unit	Vulcan	1ER50A	650131282
Laundry Center - Washer/Dryer	Kenmore	970L97527F0	4E52108177
Security safe			
Cafeteria			
Description	Manufacturer	Model Number	Serial Number
Soup Kettle (11qt.)	Vollrath		
2-Door Fridge	Habco	SE46SA	47001009
Steam Table			
Range/Griddle	Garland		
Sandwich Counter Fridge	Beverage-Air	SPE48-12	11407678
Broiler	Vulcan		
Refrigerated Dessert Fridge	Encore Series	HV48RSS	0153577 ER264164
Toaster	Hatco	TQ800	9094701131
2-Door sliding fridge	TRUE	GDM-41	7628026
Panini Press	Eurodib	PDR3000	
Panini Press	Eurodib	PDR3000	814110278
Salad Bar (incl. 2 soup wells)	MCL Hospitality	Custom	
Hot Dog Steamer			
Water Fountain			

## NGC: Kitchen Services Equipment Inventory

Note: All equipment is electrical.

### Café Kitchen

Description	Manufacturer	Model Number	Serial Number
Ice Machine	Ice O-Matic	ICEU22OFW1	8.01128E+12
Dishwasher	Hobart	SR24H	850140624
Steam Table (Decomissioned)	Astop	STG4832	5588-79
Built-in Under the Counter Fridge	Astop	S048C	
2-Door undercounter Bar Fridge	Custom Diamond	RL3060SC	4140800
Microwave	Panasonic	Pro I 7050	
Ice Cream Freezer			
Overhead Food Warmer	Vollrath	72711019	A131-00426732-007
Overhead Food Warmer	Hatco	GRAH-60	9686121205
Round Warmer (Soup Kettle)	APW Wyott	RW-2V	803141112049
6-Drawer Refrigerated Work Table	TRUE	TWT-93D-6	7364128
4-Drawer Refrigerated Work Table	TRUE	TWT-60D-4	7368162
Single Door upright Fridge	TRUE	T-23	8123612
Coffe machine	BunnOmatic	38700.6011	AXO003297U
Espresso machine	Rex-Royal	S300	9106124
Milk Cooler for espresso machine	Thermal Tec		4474

### Food Service Corridor

Description	Manufacturer	Model Number	Serial Number
Pallet Truck	Eagle 55	3122938	
Cold storage room			

### Banquet Tables and Chairs

Description	Size	Number	Condition
Rectangular tables	6'	10	Fair
Round tables	72"	34	Fair
Banquet chairs		340	Poor

## Appendix B—Addenda

Number	Date Issued

Addenda will be issued by the National Gallery of Canada (NGC) regarding any changes and answers to questions that may arise during the RFP period. Completion of this section will ensure to the Gallery that you have received and factored this information into your Proposal.

Proponents **shall** fill out Appendix B with the numbers and dates of addenda posted by the NGC as a means to confirm that the proposal submitted contains any additional information provided by NGC in relation to this RFP.

**Failure to identify addenda issued by the NGC may result in the disqualification of your proposal.**