

Purchasing Division

TENDER #3684 CAFETERIA & CATERING SERVICE

Addendum #1

		September 15 th , 2014 11:00 A.M.
To: Bidders	From:	Deborah Beck, Buyer
Pages: 1	pł	none: 464-2000 (ext. 2011)
The RFP documents shall be amended as follows:		

TENDER CLOSING DATE

The closing date has been extended to WEDNESDAY, SEPTEMBER 24TH, 2014 1. 2:00:00 p.m.

CATERING SALES BREAKDOWN FOR 2013/2014:

2.	September	\$ 9,600
	October	\$ 7,456
	November	\$10,272
	December	\$ 9,860
	January	\$ 5,370
	February	\$ 6,424
	March	\$ 3,421
	April	\$ 5,241
	May	\$10,777
	June	\$ 8,405

End of Addendum #1

Attac	hments: n/a		
PLEA	SE SIGN BELOW AND RETURN WITH BID DO	CUMENTS:	
Signa	ture	Company Name	
CC:	Nova Scotia Construction Association	Fax # 468-2470	



#3684

REQUEST FOR PROPOSAL CAFETERIA FOOD SERVICES

BOARD OFFICE 33 SPECTACLE LAKE DRIVE

Closing Date: WEDNESDAY, SEPTEMBER 17TH, 2014

Closing Time: **2:00:00 P.M.**Opening Time: **2:00:00 P.M.**

Closing Location:

Halifax Regional School Board 33 Spectacle Lake Drive Dartmouth NS B3B 1X7

HRSB Contact:

Deborah Beck, Buyer Tel: (902) 464-2000 #2011

Fax: (902) 464-0161

A site visit is not mandatory, however, to arrange a site visit call the above HRSB Contact.

The Halifax Regional School Board encourages equity and affirmative action programs.

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Terms and Conditions

SITUATION OVERVIEW

Section 1.0 - Purpose

- 1.1 The Board is seeking proposals for the provision of cafeteria service for the BOARD OFFICE 33 SPECTACLE LAKE DRIVE. The cafeteria food service shall include the preparation and serving of lunches in the Board's cafeteria and catering service at 33 Spectacle Lake, as required by the Board. The cash cafeteria sales and catering sales for 2011/2012 and 2012/2013 are listed in Appendix F HRSB Cafeteria Statistics.
- 1.2 The objective of this RFP is to obtain cafeteria services from a duly qualified company or individual, thereby allowing the **BOARD OFFICE 33 SPECTACLE LAKE DRIVE** to offer cafeteria service and catering to staff/visitors.
- 1.3 It is essential that the successful cafeteria services provider be capable of providing a full range of cafeteria services, using staff fully qualified to work in the food services industry. Food services management and staff must also be locally available to address Board related issues and concerns as they arise.

Section 2.0 - Questions

2.1 All questions pertaining to this proposal must be submitted by email. Questions MUST be received NO LATER than 2:00:00 P.M., FIVE (5) DAYS PRIOR TO CLOSING DATE & TIME. The Board reserves the right to distribute to all proponents in writing the contents of any enquiry, concern or question from any proponent and the Boards response. Should questions raised by a proponent necessitate an Addendum to this RFP each proponent will receive addenda by email. Only communications in writing will be binding upon the Board. Direct questions by email to:

Deborah Beck, Buyer Halifax Regional School Board 33 Spectacle Lake Drive Dartmouth, Nova Scotia, B3B 1X7

Email: dbeck@hrsb.ca

Phone: (902) 464-2000 Ext 2011

Fax: (902) 464-0161

2.2 After a proposal is submitted, any **AMENDMENT** to same may be submitted prior to the RFP closing date and time by **FAX TO (902) 464-0161**. Any amendment received by the Board after the Closing Date and Time will not be accepted.

Section 3.0 - Structure

- 3.1 Each proposal must be structured using the criteria identified in this proposal. When submitting proposals proponents must use the <u>same numbering format used on this request for their return proposal</u>. **Items identified with <u>double underlining</u> require a response in your written submission. Please minimize extraneous materials supporting your proposal.**
- 3.2 The submission of a proposal will be interpreted to mean that the proponent:
 - (i) is fully aware and informed as to the extent and character of the service, supplies and materials required;
 - (ii) can furnish the required food, materials and supplies;
 - (iv) can provide adequate staff; and
 - (v) can operate a food management service in COMPLETE COMPLIANCE WITH THESE SPECIFICATIONS. ANY INABILITY to comply with these specifications must be clearly stated.

Section 4.0 - Specifications

- 4.1 The Board shall grant to the successful proponent the right to operate the cafeteria facilities at the BOARD OFFICE 33 SPECTACLE LAKE DRIVE for the purpose of supplying food services, in compliance with the **Food and Nutrition Policy for Nova Scotia Public Schools** to the visitors and staff members of that site. Proponents must be able to provide an a la carte service and the sale of healthy food and beverage choices subject to approval by the Board.
- 4.2 Vending machines are excluded from this Request for Proposal.
- 4.3 The contract does not exclude staff groups from fund raising or offering a special occasion provision of food, e.g. Barbeques, popcorn, bake sales.

Definitions:

Kitchen Area - preparation, cooking, washing area

Servery Area - the area that the visitors/staff pass through to pick up and pay for their food

Eating Area - the area where the Board provides tables/seating for visitors and staff to consume food

Board/HRSB - Halifax Regional School Board

Section 5.0 - Menu

- <u>5.1</u> Each proposal must include a sample menu (See Appendix B). All menu items must be reviewed and signed off by the Halifax Regional School Board HRSB nutritionist to ensure compliance with the Provincial Food and Nutrition Policy (See Appendix C for a quick reference guide on policy).
- <u>5.2</u> As a condition of this contract, the food service provider is required to submit nutrition information outlined in Appendix D for all menu items within **TWO (2) WEEKS** of the contract being awarded.
- 5.4 After the nutrition information outlined in Appendix D is submitted, the Halifax Regional School Board HRSB nutritionist will complete a Menu Review form and return it to the successful Proponent. (See Appendix E).
- 5.4 Recommendations for menu change addressed on the review form must be implemented within two (2) weeks of menu review completion.
- 5.5 The menu will be monitored throughout the contract to ensure compliance with the Provincial Food and Nutrition Policy.
- 5.6 Failure to comply with the criteria outlined above could result in the termination of contract.
- 5.7 Proponents may be required to provide to the evaluation committee, a product sample of their proposed menu choices (taste test).

Section 6.0 - Administrative Organization, Staffing and References

- <u>6.1</u> Each proposal must include the following details concerning the company:
 - <u>6.1.1</u> Organization chart.
 - <u>6.1.2</u> The correct legal name under which the Proponent carries on business, telephone number and fax number, as well as the name or names of appropriate contact personnel which the Board may consult regarding the Proposal.
 - <u>6.1.3</u> If a proponent is a sole proprietor, the full personal name, together with the name of proprietorship, (i.e. John Doe, carrying on business under the firm name and style of Johns Food Service).
 - <u>6.1.4</u> If a proponent is a partnership, the full name of all individual partners, together with the correct legal business name of the partnership.

- <u>6.1.5</u> If a proponent is a corporation, the proponent should provide the full legal name of the corporation, together with the jurisdiction in which the corporation was originally incorporated. If the proponent is a corporation, the proponent shall execute its proposal under its corporate seal.
- <u>6.1.6</u> The names and addresses of all partners of any partnership, the names of all officers, directors and shareholders holding more than 10% of the outstanding shares of any class of any corporate proponents.
- <u>6.1.7</u> The Board reserves the right any time after the closing date, to require any proponent to provide evidence satisfactory to the Board on its financial standing and stability and that of each of its officers, directors and principals. All proponents agree to provide at their own expense all such above-noted information as may be requested by the Board within four (4) days of the date of any such request.
- <u>6.2</u> Bids must include a Dedicated on site Supervisor to deal solely with the Board contract.
 - <u>6.2.1</u> A complete resume MUST be included.
 - <u>6.2.2</u> List your specific office location, complete with an address.
- 6.3 The food service provider will be responsible to see that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the Boards operation and modify assignments as required.
- 6.4 All employees must complete a **Criminal Records Check & Child Abuse Registry Application** prior to starting employment on Board premises. The service provider is to provide written confirmation upon completion.
- 6.5 The food service provider shall not, at any time, sublet any of the duties of this contract without the permission of the Boards representative.
- 6.6 The food service provider will provide at their own expense, upon request, medical certification showing suitability for all staff employed to serve or handle food (e.g. proof of tuberculin testing).
- 6.7 The food service provider and its employees shall not be considered the Boards employees and shall not represent themselves as an agent of the Board, nor be eligible for any of the benefits provided to Board employees.
- 6.8 The Board reserves the right to demand the removal of any food service provider employees engaged in this contract if, in the Boards opinion, their conduct has been of an unacceptable nature.
- 6.9 The food service provider will reimburse the Board for any damages through negligence or wilful act of any of the food service provider's staff.

- 6.10 The food service provider agrees to implement all levels of government relevant legislation, by-laws or policies including Employment Standards, Pay Equity & Wages Legislation and Human Rights Legislation. It is the successful proponent's financial responsibility to implement any relevant future Legislation, by-laws or policies.
- 6.11 All Board policies, including the Provincial Food and Nutrition Policy for Nova Scotia Public Schools, procedures and regulations must be adhered to by the food service provider and its employees.
 - 6.11.1 Smoking is prohibited in the Board Office and on Board property.
 - 6.11.2 Many Halifax Regional School Board locations are equipped with video surveillance cameras. The locations will be shared with the successful proponent.
- 6.12 Explain how your firm might promote healthy food choices.
- <u>6.13</u> Each proposal submission must include a statement outlining your company quality assurance philosophy and program and detailing how your company will respond to:
 - 6.13.1 Service related problems
 - 6.13.2 Quality problems
- 6.14 The Board reserves the right to initiate an annual survey to measure customers opinions on pricing, food quality, service level, catering staff, etc., in a form approved by the Boards representative.
- <u>6.15</u> Each contractor will submit, for reference purposes, where they currently provide food services, a client for single source locations and multiple locations for school boards or corporations including:
 - ✓ contact name and telephone
 - ✓ gross sales
 - ✓ number of cafeterias serviced by the contractor for the client
 - ✓ number of years contractor has provided services to the client
- <u>6.16</u> Proponents are required to list any and all pending or ongoing legal claims or disputes where the proponent could individually, or in combination with other claims, suffer a potential economic loss greater than \$100,000.
- **6.17** The Proposers hereby acknowledges that:
 - a) HRSB shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRSB shall have the unrestricted right to:
 - i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or
 - b) HRSB reserves the right to consider, during the evaluation of Proposals:

- i) information provided in the Proposal itself;
- ii) information received in response to enquiries of credit and industry references set out in the Proposal;
- iii) the manner in which the Proposers provides services to others;
- iv) the experience and qualification of the Proposers;
- v) the compliance of the Proposers to HRSB's requirements and specifications;
- vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,

Section 7.0 - Financial Return and Pricing

- 7.1 Currently a cafeteria is in operation at the BOARD OFFICE 33 SPECTACLE LAKE DRIVE. Historical data for cafeteria financial returns and pricing is included as **Appendix F Cafeteria Statistics.**
- <u>7.2</u> The Board is expecting a monthly financial statement (see 7.4) financial return from contractors for cafeteria & catering sales. <u>Outline your strategies</u> for each year of the contract which may include:
 - 7.2.1 A stated PERCENTAGE OF PROFIT for cafeteria and catering sales that will be paid to the Board)
 AND /OR
 - 7.2.3 Other forms of compensation (not included in the percentage of PROFIT offered).
- <u>7.3</u> Detail in RFP Proposal the willingness to:
 - <u>7.3.1</u> liaison with HRSB Finance (Manager Accounting & Purchasing Kathryn Burlton), and Operations staff (Coordinator Custodial Marie Fagan)"
 - 7.3.2 consult with Coordinator Custodial Marie Fagan regarding specialty items.
 - <u>7.3.3</u> provide an opportunity for work experience to identified students.
- 7.4 Revenue payments will be on a monthly basis, preferably by EFT (Electronic File Transfer). These funds will be paid in ten (10) monthly payments for the months of September through June of each year, within six (6) weeks after the preceding month.
- 7.5 At the end of the proponent's fiscal year, the successful proponent will provide an externally audited gross sales volume statement. At the request of the Board, the Boards Internal Auditor will be permitted to examine the accounting records pertaining to the sales volumes through the Board's facilities. This may include auditing of individual cash register receipts. **Cash registers are not provided by the Board**.

- <u>7.6</u> Proposals shall guarantee the Board against financial loss arising from the operation of the Food Service Management in our facilities.
- <u>7.7</u> Evaluation Committee will give preference to a menu that provides a variety of healthy choices each day, in compliance with the **Food and Nutrition Policy for Nova Scotia Public Schools**. Consideration will be given to menu options that utilize a variety of preparation methods.
 - <u>7.7.1</u> One meal choice daily should be: prepared on site primarily from scratch, utilizing relatively unprocessed ingredients (examples fresh fruits and vegetables, unprocessed meat and fish products and homemade soup stock)
 - The second daily meal choice can utilize less labour intensive preparation methods, but should be made on site.
 - <u>7.7.2</u> Prices should be submitted on both choices, excluding all taxes, with firm prices for year one. Please include details of the processes.
 - <u>7.7.3</u> Increases for subsequent years <u>must be negotiated by September 1st for each year of the contract</u>.
 - <u>7.7.4</u> The successful proponent must place emphasis on menu variety when developing a menu. ie. Soup and sandwich variety.
 - <u>7.7.5</u> The successful Proponent shall make menus available to all staff (hardcopy or internet access), including menu and snack selection and special event menus. Cafeteria staff shall post menus on each floor of the building weekly or as menus are revised.

Section 8.0 - Vending Machines

- 8.1 As per section 4.2, vending machines are **EXCLUDED** from this proposal. Note: The Board will entertain the possibility of full service vending machines with the successful proponent provided there would be a percentage of profit returned to the Board. In the event full service vending machines are instituted the food service provider would be responsible for all necessary electrical service requirements.
- The food service provider may sell milk beverages and nutritional snacks from the servery during the hours the cafeteria is open. i.e. Milk products, fruit, nutritional snacks.
- 8.3 All items being sold in vending machine including: beverages, packaged snacks and dry goods are to be listed on the provided menu in the proposal. (Not applicable to RFP #3684).

Section 9.0 - Scope of work - Food Service Provider

- 9.1 The Food Service Provider must provide all supplies and staff necessary to prepare on-site food services for sale to the staff/visitors via the HRSB Cafeteria at 33 Spectacle Lake Drive. The food and beverages provided shall be in compliance with the *Food and Nutrition Policy for Nova Scotia Public Schools*, well prepared and in quantity sufficient to meet the demand of the location.
 - 9.1.1 It is the responsibility of the staff/visitors to pay the food service provider directly for cafeteria services. Catering will be invoiced to various board departments.
 - <u>9.1.2</u> Uniforms assist in portraying a sense of unity and purpose as well as security. Is it your firm's policy that all employees must wear a company uniform?
- 9.2 Cafeteria and Catering Services must be provided for ten (10) months of the year. Service will not be necessary in the months of July and August. Cafeteria hours are 7:00 a.m. to 2:30 p.m. Staff lunch time is generally between the hours of 12:00 p.m. and 2:00 p.m. as noted on Appendix F Cafeteria Statistic Form. There is no requirement for breakfast service. Snacks must be made available for the morning and until 2:30 p.m. Catering Services may be required outside of these core hours.
- 9.3 The daily menu shall offer a main meal from the standard posted menu on a minimum four (4) week cycle, and to be provided to staff as per section 7.9.4.
 - <u>9.3.1</u> A priced sample menu for the entire four (4) week cycle **must** be included with your proposal. Focus on healthy food choice menus.

Proponents' proposal for Catering Services to 33 Spectacle Lake Drive will be a major factor in determining the award of this Food Service Provider Contract. Proponents must clearly outline the variety of catered meals you are able to provide, including costs.

- <u>9.3.2</u> The proposed nutritional meal program must be outlined with a detailed marketing promotional strategy including the usage of cafeteria facilities by staff/visitors. The daily menu must be priced for one (1) year and describe the components of this menu which meet the four basic food groups as specified in the *Eating Well with Canada's Food Guide*.
- <u>9.3.3</u> The proposed nutritional program must include a list of clients, contact name and telephone number, where the program has been implemented.
- 9.3.4 A list of initiatives for special occasion days, e.g. Halloween, Valentines, Christmas etc.
- 9.3.5 Any additional menu items will be agreed upon and approved by the Coordinator of Operations Custodial. This agreement will include prices and portion sizes.
- 9.3.6 An ingredient list must be provided upon request.

- <u>9.3.7</u> Explain the delivery of products (fruit/vegetables, breads, bakery, meat) as it affects freshness and your commitment to local suppliers.
- 9.4 Maintain the kitchen and servery premises provided in a clean and sanitary condition (includes heavy duty cleaning requirements), including the following:
 - 9.4.1 The successful proponent must provide the necessary supplies for cleaning of all food preparation equipment, dishware and cutlery used in delivering the catering service.
 - 9.4.2 Daily cleaning, sweeping and mopping of kitchen and servery floor area, and regular washing of walls in the eating area, up to 6 feet from the floor.
 - 9.4.3 Keep all garbage and refuse in the covered containers provided in the area designated. If a spill should occur in this area, especially during the noon hour when everyone is in a rush, the food service provider's personnel will not wait until a custodial staff member is available to clean the spill, but will immediately initiate a clean-up sufficient enough to prevent any possible hazard.
 - 9.4.4 Dairy and meat products will not be kept in freezers during the summer shutdown.
 - 9.4.5 Successful cafeteria service provider must supply own paper and cleaning supplies that are compatible with the HRSB environmentally friendly and socially sustainable requirements.
- 9.5 The small wares inventory will be maintained as an operating expense of the food service provider. An inventory listing will be submitted annually by June 30th. Small wares will include china, cutlery, flatware and cooking utensils. The food service provider will report on the condition of Board owned cafeteria cooking, food storage, and cleansing equipment on an on-going basis. If disposables are used it will be at the food service operators expense.
- 9.6 The provision of a telephone in the cafeteria facility for the food service provider's exclusive use is the financial responsibility of the food service provider.
 - 9.6.1 This responsibility includes installation (a new line if necessary), any operating expense and all long distance charges, and disconnecting at the end of the contract.
- 9.7 After the first year of operation, offer for Board consideration, suggested changes to the physical layout and /or additional capital equipment required at each site, (if any) and why.

Section 10.0 – Services/Supplies Provided by the Board will include:

10.1 A kitchen equipped with locks. The Board will furnish sinks, stoves, storage space, refrigerated units, as per Appendix "G" (Equipment) and the initial supply of small wares.

- 10.2 All utilities including water, both hot and cold, heat, lighting, hydro and natural gas for the operation of the kitchen and the equipment. Additional power requirements for new/additional equipment will be charged back to Operator.
- 10.3 Custodial service including regular cleaning of floors (daily damp mopping and heavy duty scrubbing and walls in the dining area, except servery area and kitchen). Also included will be removal of garbage placed in receptacles supplied by the Board from the designated eating areas. The service provider is responsible to source separate organics/recyclables/regular waste and breakdown cardboard for disposal / recycling.
- 10.4 Use of washroom facilities for the food service providers personnel.
- 10.5 Decorations for the walls and ceilings from time to time as the Board deems necessary.
- 10.6 Compliance with all legal requirements of any competent body: Municipal, Provincial, Federal and otherwise relating to the supply of space and equipment, the supply of electricity, gas, plumbing and drainage services, the supply of required equipment and maintenance (As detailed in Equipment list Appendix G), cleaning and painting of walls and ceilings, pest control and garbage removal (Dumpsters).
- 10.7 A visitor/employee eating area equipped with tables and chairs, all of which are the property of the Board.

Section 11.0 - Site Visit

11.1 Proponents are **STRONGLY ENCOURAGED** to contact the appropriate Contact Person listed on the cover page of this RFP to arrange for a site visit to become familiar with the layout/facility. It will be assumed that proponents are familiar with the 33 Spectacle Lake Cafeteria.

Section 12.0 - Health Regulations

- 12.1 If applicable the successful proponent must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities.
- 12.2 The successful proponent shall be subject to termination if the applicable Health Authorities notify the Board and/or the food service provider that:
 - a) the method of preparing, packaging, storing or shipping foods is condemned as unsatisfactory in any respect

OR

b) a condition exists which, in the opinion of that Health Authority, results in food being unfit for human consumption

AND

c)

- the food service provider does not rectify the condition(s) within the time limit specified by the said Health Authority.
- 12.3 Comply with all legal requirements of all government (e.g. Municipal, county, provincial or federal) regulations relating to safety, health and sanitation.
- 12.4 The Board reserves the right for a Board representative to inspect the premises.

Section 13.0 - Workplace Safety & Insurance

- 13.1 The successful proponent must provide with the bid proof of good standing with the **Workers**Compensation Board,
- 13.2 The food service provider shall furnish proof of compliance with the **Occupational Health and Safety Policy**,

AND

13.3 All workplace injuries and accidents must be reported to the Board Administration in a timely fashion.

Section 14.0 - Safety Requirements

- 14.1 Every person who supplies any machine device, tool, equipment or service to the Board shall ensure that they comply with the N.S. Occupational Health & Safety Act and Regulations for Industrial Establishments. The Burden of Proof rests with the food service provider.
- 14.2 All equipment supplied under this contract shall, when standards are available, be certified in accordance with the applicable code as noted below:
 - 14.2.1 Canadian Standards Association
 - 14.2.2 Canadian Government Standards Board
 - 14.2.3 Underwriters Laboratories of Canada

Section 15.0 - Environment

- <u>15.1</u> Each proposal must include a detailed description of your environmental program and how your program would be implemented.
- 15.2 The cafeteria operator is obliged to co-operate with all recycling and environmental procedures and initiatives established by government and the Board.

Section 16.0 – Right to Negotiate

- HRSB may, in its sole discretion:
- through the issuance an award letter by HRSB, award to a Proponent or Proponents the Contract, based on its Proposal, without further negotiation or documentation; or
- 16.2 award to a Proponent or Proponents the right to negotiate and finalize such further documentation as HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other Proponents or to not award any Contract.

Section 17.0 - Insurance

- 17.1 The food service provider will be responsible for insurance coverage for its own supplies and property including money.
- 17.2 The Board is NOT RESPONSIBLE for any money kept on the Board premises.

Section 18.0 - Commercial Liability Insurance

- <u>18.1</u> Each proponent must be able to provide proof annually that they will be covered by Commercial Liability Insurance.
- 18.2 Commercial General Liability Insurance shall include the name of the insurance company and coverage for liability assumed under the agreement, including claims that might be brought against the Board by an employee of the food service provider. The coverage will be subject to a minimum of \$5,000,000 for each occurrence. The Halifax Regional School Board will be named insured on the policy. It must also provide coverage to protect the Board against claims for property damage and bodily injuries including death. This liability policy shall contain the following coverage:
 - 18.2.1 Personal Injury
 - 18.2.2 Occurrence Property Damage
 - 18.2.3 Broad Form Property Damage
 - 18.2.4 Property Damage each occurrence
 - 18.2.5 Public Liability each occurrence one or more persons
 - 18.2.6 Motor Vehicle Liability -

- 18.3 The food service provider will submit certification of Public Liability and Property Damage Insurance Certificate to protect the Board against claims for property damage and personal injuries including accidental death caused by the food service provider.
- 18.4 The food service provider will not change their insurance carrier without thirty (30) days prior written notice to the Board.

Section 19.0 - Statistical Data

- 19.1 The successful proponent must be capable of supplying the Board with statistical data which must include monthly and yearly revenue data pertaining to sales.
- 19.2 Submit a detailed sample of your proposed accounting report with your proposal.
- 19.3 Firms that can offer additional reports should include a detailed printout of each report format.

Section 20.0 - Term of Contract

- This contract will be for a three (3) year term commencing **November 1, 2014 to June 30, 2017 with two**(2) optional one (1) year extensions possibly extending the contract to June 30, 2019. The decision to extend the cafeteria services contract will be at the sole discretion of the Halifax Regional School Board.
- <u>20.2</u> Is there a different contract term your firm would suggest? Why would this be to the Boards advantage?

Section 21.0 - Cancellation of Contract

- 21.1 The Board reserves the right to terminate this contract with 30 days written notice, if, in our opinion, the successful proponent fails to meet the terms and conditions of this contract. A specific termination date and rational must be provided in the written notice.
- 21.2 Termination does not negate any payments due under Section 7.0 with respect to any period prior to such termination.
- 21.3 The successful contractor shall not terminate the contract for any reason (other than Force Majeure) prior to the end of the contract year without ninety (90) days' notice.

Section 22.0 - General Conditions.

- 22.1 This bid is **IRREVOCABLE** for 60 days.
- 22.2 The issuance of a call for proposals shall not be considered as an indication that the Board is obligated in any way to any firm or individual who submits a proposal as a result of this call. Notwithstanding anything

to the contrary or otherwise in this Request for Proposal, the Board reserves the right to cancel this Request for Proposal, to reject proposals, and to decline the lowest menu pricing or the highest return on gross sales of any or all proposals, in whole or in part, at any time prior to making an award, for any reason or no reason, without any liability to any proponent.

- 22.3 The Boards representative will keep the food services provider advised of changes as soon as possible.
 - 22.3.1 The Board will keep the food service provider abreast of relevant developments in regards to the operation of the food services (e.g. shutdowns).
- 22.4 All costs associated with the preparation, delivering or presenting of the proponents proposal will be solely the responsibility of the proponent.
- 22.5 The proponent agrees that all documentation and information contained in any proposal that becomes the property of the Board may be copied for internal use and be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act. Although the Board can in no way be responsible for any interpretation of the provisions of this Act, if any proponent believes any part of its proposal reveals any trade secret of the proponent, any intellectual property right of the proponent, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the proponent, and if the proponent wishes the Board to attempt to preserve confidentiality of the trade secrets, intellectual property right or information should be clearly designated as confidential.
- While the Board has used considerable efforts to ensure an accurate representation of information of this Request for Proposal, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.
- 22.7 The foregoing is our theory of proposed provision of food service and its implementation. Contractors are expected to bid as specified, but contractors are <u>also encouraged</u> to make enhancements to their proposal.

Section 23.0 - Evaluation Process

- 23.1 When the merits of the proposal are being evaluated, if the committee feels clarification or verification of any portion of the proposal is required, the proponent will be notified of a date and time for an interview/presentation to the Foods Services Selection Committee. The presentation may include menu samples to be provided to the evaluation committee for evaluation. Attendance at the interview/presentation will be at the proponent's expense.
- 23.2 All proposals will be evaluated by a Food Services Selection Committee based on the following evaluation criteria (not listed in any particular order):
 - i) Prices 20%
 - ii) Menus (Cafeteria Meals & Catering Choices) 20%
 - iii) Understanding of Cafeteria Service Requirements 15%

iv)	Administrative Organization & Staffing	-	15%
v)	Financial Return Offered (rebates/commissions)	-	15%
vi)	Proposers Relevant Experience	-	10%
vii)	References	-	5%
	Total	-	100%

23.3 The selection committee will finalize a recommendation for a complete contract. Where under this contract the consent or approval of the Board is required the recommended contractor will rely on a letter from the Manager of Purchasing & Accounting, representing the Board. In case of a dispute, the decision of the Board will be final.

Section 24.0 - RFP Milestones

- **24.1** Request for Proposal is Issued
- 24.2 Proponents Make Arrangements to visit and familiarize themselves with Facilities
- 24.3 Last date for questions: Five (5) business days prior to RFP closing date and time
- **24.4** Closing date for RFP (as indicated on cover sheet)
- **24.5** Interview/Presentation of short list of contractors (if necessary)
- 24.6 RFP Award

Section 25.0 - Cafeteria Services General Requirements

- **25.1** The successful proponent will be required to comply with the following:
 - a. The Halifax Regional School Board will provide furniture, fixtures, and equipment presently in the **BOARD OFFICE 33 SPECTACLE LAKE DRIVE** cafeteria for use by the successful proponent. Upon termination of the contract, all furniture, fixtures, and equipment will be returned to the Board in good condition, allowing for fair wear and tear.
 - b. The successful proponent will be responsible for funding and providing additional capital equipment as needed.
 - c. Board representatives reserve the right to inspect other educational food services operations contracted by interested parties prior to any award of contract.
 - d. The successful proponent shall provide standards of operation, management, and support services of the best quality available in the institutional food services industry.
 - e. The premises, equipment, and facility shall be maintained throughout the contract period in a condition satisfactory to the Board and in compliance with federal, provincial and local sanitation and environmental codes. The Board will provide custodial services for routine

cleaning of floors in the cafeteria. All other cleaning will be the responsibility of the successful proponent.

- f. Board staff, custodial inspectors of provincial and local health departments and safety offices shall have complete company cooperation and access to food service, production and storage areas on inspections which they may conduct. These inspections may be at the request of the Board or such agencies own discretion. A copy of all inspection reports shall be provided to Board administration by the successful proponent. The successful proponent will also be responsible to implement corrective operating measures required as a result of these inspections and reports.
- g. The successful proponent shall do everything possible to protect customers and employees health by operating clean, safe and sanitary premises, by using housekeeping and sanitary programs that meet the highest standard of cleanliness.
- h. Food shall be properly handled, transported, stored, refrigerated, and frozen to prevent spoilage and contamination. All washing procedures shall result in thorough cleaning and sanitation.
- i. The successful proponent will be expected to operate within the guidelines of the <u>Nova Scotia Department of Labour Occupational Health and Safety Act. and the HRSB Occupational Health and Safety Policy</u> and provide staff with the proper instruction and training on the use of equipment and techniques of handling food to aid in the goal of having an accident free and safe working environment.
- j. The successful proponent shall take such reasonable measures as may be reasonably required for the protection against loss and pilferage or destruction of equipment and supplies.
- k. The successful proponent shall be financially responsible for obtaining all required permits, and licenses, to comply with pertinent laws and assume liability for all applicable taxes resulting from food sales.
- I. All purchasing by the successful proponent shall be done in its own name as an independent contractor, and not in the name of the Halifax Regional School Board.
- m. The successful proponent shall maintain at all times during the terms of this contract, full and complete records of all operations performed by it thereunder, including all purchasing invoices, payroll records, and cash register receipts used in the cafeteria.
- n. The successful proponent shall, at its sole cost, do all accounting in accordance with generally accepted accounting principles, maintain payroll, inventory, accounts receivable, accounts payable, and other reasonably associated records, subject to audit by the Halifax Regional School Board including but not limited to all cash handling and cash control and all statistical information needed for such accounting.

- The successful proponent must agree to work jointly with administrators in areas such as menu selection, pricing, and related procedures, and provide menu samples where requested
- p. All cafeteria staff shall be registered with the **Nova Scotia Child Abuse Registry**.
- q. The successful proponent shall not, under any circumstances, employ staff with a criminal record and all staff must undergo a *Criminal Records Check*.
- r. The successful proponent shall acknowledge receipt of certain supplies set forth in a joint inventory. The successful proponent will then be solely responsible for maintaining the inventory levels of these items and the replacement of lost or damaged items.

All the terms and conditions of this Request for Proposal are assumed to be accepted by the Proponent and incorporated in its proposal. I hereby acknowledge that I have read, understand, and agree to the forgoing pages of Contract Terms and Conditions. **This page must be <u>signed below</u> and returned with your proposal for your bid to be accepted.**

***NOTE:** Proposals submitted by or on behalf of any Corporation must be signed and sealed in the name of such Corporation by a duly authorized officer or agent.

NAME:	SIGNATURE:
(Please print)	
FIRM NAME:	E-MAIL ADDRESS:
ADDRESS:	
TELEPHONE NO.:	FAX NO.:

APPENDIX A SAMPLE

CAFETERIA SERVICE CONTRACT

BETWEEN

CONTRACTOR'S NAME

&

HALIFAX REGIONAL SCHOOL BOARD OFFICE

TO June 30, 2017

(TWO ONE YEAR OPTIONS FOR RENEWAL AT THE DISCRETION OF THE BOARD)

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SCHEDULE A – COPY OF CAFETERIA SERVICE RFP
SCHEDULE B – COPY OF CONTRACTOR'S BID SUBMISSION

THIS AGREEMENT made the 6 th day of September	A.D. 2014.
BETWEEN:	
HALIFAX REGIONAL SCHOOL BOARD	
(the "Board")	
	OF THE FIRST PART
- and -	
CONTRACTOR'S NAME	
(the "Contractor")	
	OF THE SECOND PART

RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for *CAFETERIA SERVICE* in RFP #3684,

AND WHEREAS *CONTRACTOR'S NAME*, in submission, made certain representations with respect to *CAFETERIA SERVICE* capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF SERVICES

- The services to be performed by the Contractor for the Board are outlined in the Scope ofWork, as outlined in RFP #3684, a copy of which is attached to this Agreement.
- 1.1 The services outlined in the **Scope of Work,** may be adjusted from time to time by mutual agreement between the Board and the Contractor.

TERM

2.0 This Agreement shall be in effect from and including the 1st day of November, 2014 and shall continue until the 30th day of June, 2017 (3 years) with two (2) one year options for extension at the discretion of the Board, unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.
- 3.1 The Contractor and any employee working in the foodservice establishment must have an up to date food hygiene training course. Original or photocopy proof of this training must be present on site at all times.

3.2 The Contractor must ensure that a current **Food Establishment Permit** is present on site at all times.

PAYMENT PROCEDURE

4.0 Contractor to issue monthly cheques to the Board Office, no later than six (6) weeks after the end of the preceding month.

UNSATISFACTORY PERFORMANCE BY CONTRACTOR:

In the event of there being unsatisfactory performance by the Contractor as described under articles 1.0 and 3.0 of this Agreement; or any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and as provided in article 11.1; the Board shall then notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the Board of such deficiencies.

EXPENSES

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

INDEPENDENT CONTRACTOR

- 7.0 The Board and the Contractor agree that the Contractor is an independent contractor and not an employee of the Board, nor is the Contractor a partner with the Board.
- 7.1 The Board and the Contractor agree that any personnel supplied by the Contractor to the Board shall be considered employees of the Contractor and not employees of the Board.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.1 The Contractor shall be responsible for payment of contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission, for the contractor's employees.

TAXES

9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.

INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 Such insurance shall include blanket contractual liability.
- 10.2 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.3 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The Board shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.

- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

TERMINATION

- 12.0 This agreement may be terminated by HRSB or the CONTRACTOR at any time during the term, in whole or in part, without cause or liability to either the Contractor or HRSB, by providing at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the Board shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.

- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the Board's operations, the Manager of Accounting & Purchasing and/or the Board Administration affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.

12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

DISPUTE RESOLUTION - ARBITRATION

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), subject to the following:
 - (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
 - (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
 - (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
 - (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.

(e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

CONFIDENTIALITY AND OWNERSHIP OF PROPERTY

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the Board in the performance of this Agreement, shall be the sole property of the Board.
- As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

COMPLIANCE WITH LAWS AND POLICIES

- 15.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.
- 15.1 If unfamiliar with Board policies and regulations, the Contractor shall request, review and abide by all pertinent Board policies and regulations.
- 15.2 In performing the services under the terms of this agreement, the Contractor and its employees shall comply with the Food and Nutrition Policy for Nova Scotia Public Schools and ensure all food and beverages being served or sold follow the guidelines and directives outlined in this policy. The Contractor's menu will be reviewed when contract is signed. Further menu reviews may be required as determined by the board.

NON-ASSIGNABILITY

16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

INCONSISTENCY

17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

18.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

KATHRYN BURLTON, MANAGER OF ACCOUNTING & PURCHASING
HALIFAX REGIONAL SCHOOL BOARD
33 SPECTACLE LAKE DRIVE
DARTMOUTH NS B3B 1X7

To the Contractor at:

CONTRACTOR'S NAME
CONTRACTOR'S ADDRESS

PHONE:

E-MAIL:

18.1	Any notice, request, demand or other communication given by prepaid registered mail shall
	be deemed to have been received on the fourth business day following the date on which
	the notice was mailed.

18.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

SUCCESSORS

19.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

CONTRACTOR	
CONTRACTOR'S NAME	Date
Witness	
HALIFAX REGIONAL SCHOOL BOARD	
HALIFAX REGIONAL SCHOOL BOARD	
Kathryn Burlton	Marie Fagan
Manager of Accounting & Purchasing	Coordinator of Operations - Custodial
	Date
Witness	

SCHEDULE A – COPY OF CAFETERIA SERVICE RFP SCHEDULE B – COPY OF CONTRACT'RS BID SUMISSION

APPENDIX B- SAMPLE CAFETERIA MENU FORMAT

Please complete sample menu below or provide an attached four week cycle menu. Make sure to include <u>ALL ITEMS</u> being sold in the cafeteria and for catering along with selling prices.

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1	ivioriuay	Tuesuay	vveunesuay	illuisuay	TTUay
Week 1					
Daily Specials & Selling Prices					
Week 2					
1100N <u>-</u>					
Daily Specials & Selling Prices					
Week 3					
Week 3					
Daily Specials & Selling Prices					
Week 4					
Week 4					
Daily Specials & Selling Prices					
Beverages, Snacks and					
additional Menu items with					
selling prices					

	APPENDIX C - FOOD AND NUTRITION I			Page 35
Categories	Grain Products / Serving	Vegetables & Fruit / Serving	Milk Products / Serving	Meat & Alternatives / Serving
	≤ 3 g total fat	≤ 3 g total fat	≤ 5 g total fat	≤ 5 g total fat
Daily	≤ 2 g sat and trans fat combined	≤ 2 g sat and trans fat combined	≤ 4 g sat and trans fat combined	≤ 3 g sat and trans fat combined
	< 480 mg sodium	< 480 mg sodium	< 480 mg sodium	< 480 mg sodium
	> 2 g fibre	> 2 g fibre	≤ 28 g sugar per 250ml flavoured milk	
	≤ 10 g sugar in cereals	No added sugar or artificial sweeteners	< 2% MF milk including flavoured and soy	Lean or extra lean meat, poultry & fish; lean deli
	No artificial sweeteners		< 2% MF yogurt and yogurt drinks	meats (ham, roast beef, turkey, chicken); canned
		All fresh vegetables and fruit (choose locally grown and	< 20% MF cheese including cheese strings	fish packed in water; eggs; beans and legumes;
	Whole grain (oats, corn, rye, rice) or whole wheat	in season if possible); canned fruit packed in 100% juice	No artificial sweeteners	hummus.
	breads & pasta, crackers, cereal (shredded wheat,	or water; apple sauces or blends with no added sugar;		
	corn bran, oatmeal), brown or wild rice.	100% juice, dried fruit and leathers or frozen fruit bars.	Unprocessed cheese slices.	
MODERATE:	≤ 5 g total fat	≤ 5 g total fat	≤8 g total fat	≤ 10 g total fat
No more then 2	≤ 2 g sat and trans fat combined	≤ 2 g sat and trans fat combined	≤ 5 g sat and trans fat combined	≤ 4 g sat and trans fat combined
times/week or 30% of	May contain > 2 g fibre	May contain > 2 g fibre	≤ 28 g of sugar per 250 ml in milk drinks	May contain > 480 mg but < 960 mg sodium
menu choices	May contain > 480 mg but < 960 mg sodium	May contain > 480 mg but < 960 mg sodium	≤ 3.25% MF milk including flavoured and soy	
	May contain added sugar or artificial sweetener	May contain added sugar or artificial sweetener	May contain 20-32% MF cheese	Regular ground beef; canned fish packed in oil;
			May contain > 480 mg but < 960 mg sodium	some marinated meats and jerky style products;
	White, 60% whole grain or enriched breads & pastas;	Fruit in light syrup or with sugar added; vegetables	May contain artificial sweetener	breaded meat and poultry products;
	non whole grain crackers; cereal made with whole	with sauces or breadcrumbs; commercial vegetable		tuna/salmon or soy butter and cracker snack
	grains but containing some added sugar (instant	soup; oven prepared French fries and perogies.	Cottage cheese; processed cheese slices and	packs.
	flavoured oatmeal, honey oat cereals, frosted mini		spreads; milk based pudding; frozen yogurt.	
	wheat squares); white rice, biscuits or scones;			
	granola bars; cookies with oatmeal or dried fruit;			
	pretzels; air popped popcorn; baked chips; rice cakes.			
				. /= 1) /
Herbs and spices can be	used to enhance the flavour of foods and beverages. C	Other flavour enhancers may be used in small amounts to ϵ	enhance the flavour of food Maximum (15ml) Mode	rate (5ml): salsa, tzatziki, low fat dressings and
•		Other flavour enhancers may be used in small amounts to en ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, ligh		rate (5ml): salsa, tzatzıkı, low fat dressings and
mayonnaise, butter, non		•		> 10 g total fat
mayonnaise, butter, non	n hydrogenated margarine, ketchup, mustard, relish, ho ≥ 5 g total fat	ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, ligh	nt cream cheese and pickles.	
mayonnaise, butter, non MINIMUM: No longer allowed in	n hydrogenated margarine, ketchup, mustard, relish, ho	ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, light ≥ 5 g total fat	> 3.25% MF milk including flavoured and soy > 32% MF cheese products	> 10 g total fat
mayonnaise, butter, non MINIMUM: No longer allowed in school food	n hydrogenated margarine, ketchup, mustard, relish, ho ≥ 5 g total fat	ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, light ≥ 5 g total fat > 2 g sat and trans fat combined	> 3.25% MF milk including flavoured and soy > 32% MF cheese products > 28g sugar per 250ml serving in milk drinks	> 10 g total fat > 4 g sat and trans fat combined
mayonnaise, butter, non MINIMUM: No longer allowed in school food programs. Served or	n hydrogenated margarine, ketchup, mustard, relish, ho ≥ 5 g total fat > 2 g sat and trans fat combined	ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, light ≥ 5 g total fat > 2 g sat and trans fat combined Added sugar to vegetable and fruit juice	 at cream cheese and pickles. 3.25% MF milk including flavoured and soy 32% MF cheese products 28g sugar per 250ml serving in milk drinks 8g total fat per 250ml serving 	> 10 g total fat > 4 g sat and trans fat combined Highly processed deli meats (salami, pepperoni)
mayonnaise, butter, non MINIMUM: No longer allowed in school food programs. Served or sold rarely at a school	n hydrogenated margarine, ketchup, mustard, relish, ho ≥ 5 g total fat > 2 g sat and trans fat combined Minimum mixed food examples: hot dogs, battered o	ney, jam or jelly, syrups, gravies, soy sauce, hot sauce, light ≥ 5 g total fat > 2 g sat and trans fat combined	 at cream cheese and pickles. 3.25% MF milk including flavoured and soy 32% MF cheese products 28g sugar per 250ml serving in milk drinks 8g total fat per 250ml serving heese, egg rolls, poutine; Minimum snack or proce 	> 10 g total fat > 4 g sat and trans fat combined Highly processed deli meats (salami, pepperoni) ssed food examples: candy, chocolate or energy

Salt: should be used sparingly.

tea, energy drinks. If principal approves any minimum food to be sold at a school wide event, they MUST be served or sold with maximum food choices.

Water: Choose plain, unsweetened, unflavoured water with no additives (such as: caffeine, herbals or artificial sweeteners).

APPENDIX D: NUTRITION INFORMATION REQUIRED FOR MENU REVIEW Page 36

The Food and Beverage Policy for Public Schools in Nova Scotia provides directives on what foods and beverages may be served and sold in all school food programs. The Halifax Regional School Board fully supports this policy and has HRSB nutritionists on staff to support the implementation of this policy. To ensure the company awarded this contract is following all directives laid out by this policy, a HRSB nutritionist with the Halifax Regional School Board will be reviewing all items sold in the cafeteria and if applicable vending program.

In order for the HRSB nutritionist to complete this task, the foodservice company who is awarded the contract will be required to submit the list of all food and beverages being sold in the cafeteria program including the following nutrition information for each food item (excluding fresh fruits and fresh vegetables):

Nutrition Criteria

- Serving size
- > Total fat per serving
 - o Total saturated and trans fat
- > Total sodium per serving
- > Total fibre per serving
- > Total sugar per serving
- ➤ Milk Fat content for all dairy items
- > Ingredient list

When making a meal option that includes several ingredients (such as whole wheat pizza with light cheese and lean meats or sandwiches made with whole grain and lean meats) the HRSB nutritionist will need the nutrition criteria for EACH ingredient used. For example:

Whole Wheat Vegetarian Pizza

 The nutrition criteria outlined above would need to be included for: whole wheat pizza crust, tomato sauce, light cheese and any other ingredient used. (Nutrition information for herbs, spices and fresh vegetables do not need to be included)

<u>All nutrition information must be submitted within two weeks of being awarded the contract.</u> If you have any questions please contact the HRSB Nutritionist with the Halifax Regional School Board:

Jill White, PDt.,
HRSB Nutritionist
Halifax Regional School Board
Phone (902) 464 – 2000 ext 2180
Fax (902) 464 - 2015
whitej@hrsb.ns.ca

APPENDIX E: SAMPLE OF MENU REVIEW FORM Page 37

NOTE: THIS SAMPLE FORM WILL BE COMPLETED BY THE HALIFAX REGIONAL SCHOOL BOARD NUTRITIONIST AFTER THE NUTRITION INFORMATION FOR THE MENU HAS BEEN SUBMITTED AND REVIEWED.

(<u>HRSB Nutritionist's Name</u>) have reviewed all menu items submitted by (<u>Food Service Provider</u>) to be sold at <u>(Name of Location)</u>.

This review included the following	ng menus:	
	☐ Catering Service	
	□ Cafeteria Menu	
	☐ Cafeteria Mena☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐	
	□ Caletella silacks allu beverages	
Menu Review Details:		
Recommendations for Change (if	fapplicable):	
The seriment and the series and the series and the series are series and the series are series and the series are series are series and the series are ser	аррисали,	
HRSB Nutritionist Signature		 Date
I am aware that the recommenda	ations for change must be implemented w	rithin two weeks of the date indicated
above.		
Foodservice Provider		 Date
Foodservice Provider		Date
Principal		Date

Please fax a photocopy of signed menu review form to HRSB nutritionist. Keep original copy for your records.

APPENDIX F CAFETERIA STATISTICS

Page 38

	CAPLILINIA STATISTICS		C	Page 36			
LOCATION	BOARD OFF	CE - 33 Spectacle lake Drive		Р3	YES		NO X
CONTACT	MARIE FAGA	N, Coordinator of Operations - Custodial		DATE		17-Jul-	14
CAFETERIA SCOPE	OF WORK						
Days of Operatio		ctor will normally provide food se	ervice on	the day	s that	the Bo	ard Office is
* Christmas Brea * June – The last * Storm Days – W * July and August	three days of Vhen the Boar	term before school closes d Office is closed.					
Cafeteria Service	Provider - Kit	chen Cleaning Routine:					
* Remove garbag * Store food in pl * Regularly clean * Regularly clean	lastic bins or c	ontainers * Spot clean acce ange hoods * Regularly clean	ssible wa	all areas washer	up to		
HOURS OF CAFETE	RIA OPERATIO	V					
* Hours of operation * Lunch period §		·					
CASH CAFETERIA SALES IN 2011/2012 CATERING SALES IN 2011/2012				\$		24,393.00 75,465.00	
CASH CAFETERIA SALES IN 2012/2013				\$		24,248.00	
CATERING SALES IN 2012/2013				\$	9	98,588.00	
TOTAL NUMBER OF EMPLOYEES IN 2014/2015			Approximately 150				
AVERAGE PERCENTAGE OF EMPLOYEES THAT PURCHASE LUNCH DAILY Approximately 10				ately 10%			
The exception is who	en courses are of	fered at 33 Spectacle and visitors purch	nase lunch	۱.			<u></u>
DESCRIPTION OF C	AEETEDIA ADE	,					
Kitchen Sq Footage:	AFETERIA ARE	16 x 22 = 352 square feet					
Serving Counter		6 x 22 = 132 square feet					
Seating Areas		26 x 26 + 22 x 22 + 11 x 22 = 1,402 squa	are feet				
Tables/Seating:		86 people					
Storage Area		11 x 17 = 187 square feet			-		
•		HRSB - See attached					
LIST OF EQUIPMEN	IT OWNED BY	CURRENT CAFETERIA SERVICE PROV	IDER - Se	e attache	ed		
OTHER PERTINENT	INFORMATIO	SPECIFIC TO THIS SITE					

APPENDIX "G"

HRSB OWNED CAFETERIA EQUIPMENT LISTING

The following list is a maximum list of equipment supplied by the Board. Should proponents desire additional equipment over and above this list the purchase of additional equipment shall be the financial responsibility of the contractor as a contribution to the contract. The contractor shall maintain ownership of the additional equipment and at the termination of the contract, the contractor shall give the Board the option of purchasing the additional equipment at the used equipment market value.

1. Sandwich Unit

True Model #TSSU27-8-4427N-6 Delfield Service: 120V, C&P, 1/4 hp.

2. Microwave

Panasonic Model# NE1056C, 1000W, 6 power levels, stainless steel cavity and wrap. Services: 120V, 1 phase, C&P, fused 20 Amp.

3. <u>Servery Counter S/S</u> counter top and trim by kitchen contractor, 16ga #304 s/s bonded to plywood Base counter constructed of 3/4" plywood, plastic laminated exterior, painted interior, adj. Centre shelf and doors.

4. Hot Food Unit

Custom HFT48AW31W Free Standing hot food unit, stainless steel construction, complete with drains, complete with individual controls. Services: 11/2" indirect drain, 208V, 3P, direct connection, 3 amps.

Overshelf

Stainless steel over shelf, solid top with glass front, 12" deep x hot food unit width mounted on item #3.

6. Display Refrigerator

Upright display refrigerator, full glass door complete with lock, fluorescent lighting, enamel finish, 4 adjustable epoxy coated wire shelves., General RSL40GC Services: 120V, C&P, 1/3 HP.

7. Tray Rail

Stainless steel solid profile 10" net width, 3" vertical face, vertical lip set behind counter solid surfacing and sealed. Provide complete with stainless steel diagonally braced brackets at 24" o.c.

8. Vegetable Sink

Single compartment c/w drain board all s/s construction, faucet by Div. 15 Provide 1 2" direct drain, 2 hot water and cold water.

9. Pass Through

Stainless steel pass through. - Part of Item 12

10. Recycle Bins

3 ea. Rubbermaid Model #3569-06

11. Dish Rack Overshelf

Stainless steel, sloped, suitable to hold 2 standard dish racks. Acceptable manufacturer: Diamond Metal. Standard mounting height 1'-8" above counter top.

12. Soiled Dish tabling & Rinse Sink

Stainless steel to configuration indicated, solid under shelf, stainless steel tubular legs and adjustable feet, back splash rolled up and splayed, edges rolled. Integral rinse sink 18" wide x 14" deep complete with 3/4" radiused corners, removable stainless slat cover. Coordinate with Item # 13. Faucet and pre-rinse assembly by Div. 15.

13. Dishwasher

Jackson Tempstar or Blakeslee D8B complete with built-in 9 KW electric booster, 2dish racks, 2 cup and bowl racks, dial type wash and final rinse thermometers mounted on machine, door interlock safety switch, line strainer on final rinse, vacuum breaker on final rinse and tank fill line, flush mounted electrical control panel. Services: 3/4" hot water, 2" direct drain, 208V, 3 phase, direct connection, 45.5 amps.

14. Dish Tabling & Pot Sinks

Stainless steel to configuration indicated, solid under shelf, stainless steel tubular legs and adjustable feet, back splash rolled up and splayed, edges rolled. Integral 3- compartment pot sink, each compartment 18" W x 14" Deep, 3/4" radiused corners, removable s/s slat cover; coordinate with Item 13. For pot sink 2" H&C water wall-mounted faucet by Div. 15, 1 2@ drain to Grease interceptor by Div. 15.

Overshelf

Stainless steel overshelves, one 12" Dx 5" -0" Wide solid shelf.

16. Convection Oven

Garland Model # MCO-ES-10S Convection Oven, hold feature, six (6) oven racks with 13 position guides, stainless steel front and sides. Services: 208V, 3 phase, direct connection, 8.5 KW each, total 17 KW.

17. <u>Range</u>

Garland 36ER33-88 frytop complete with 1 - 24" x24" steel plate with 2" side lips; thermostatically controlled; 2-8 2" diameter elements; standard base. Services: 208 V, 3 phrase direct connection, 18.7 KW.

18. Work Table

Stainless Steel Work Table, solid under shelf, stainless steel tubular legs and adjustable feet, no back

splash, 18" x 16" x 7" deep integral sink. Services: 2@ hot and cold water, 1 2@ direct drain, faucet by Div. 15.

19. Pot Rack

4' table mounted stainless steel pot rack, mount on Item # 14.

20. Over shelf

Stainless steel over shelf, one 12" D x 108" Wide solid shelf, supported on 1" sq. s/s tubing mounted over work tables.

21. Mobile Bins

Rubbermaid Model 3600-two units.

22. Baker's Table

Wood top 48" x 30" open base, 2" thick top with 4" hardwood risers (Maple), supported on 1 2' O.D. stainless steel legs complete with cross bracing at sides and rear.

23. Hand Sink

Supplied under Division 15.

24. Reach-In Refrigerator

Two section complete with full doors, 6 shelves, 49 cubic feet, stainless steel exterior, epoxy coated shelves, door activated lights, door locks, digital thermostat, acceptable manufacturer, True Model T49-SS or 60515 Delfield. Services: 120V, 1 phase, C&P, 1/3 HP.

25. Reach -In Freezer

Two section complete with full doors, 6 shelves, 49 cubic feet, stainless steel exterior, epoxy coated shelves, door activated lights, door locks, digital thermostat, defrost indicator, True model T49-F-SS. Services: 120V, 1 phase, C&P, 2HP or 61513 Delfield.

26. Storage Shelving

Tarrison or Cari-all 4 tier high as per size and layout on plan.

27. Bagel Toaster

APW BT-15-2 or approved alternate Services: 208V, 1 phase dir., 4.6 KW.

28. Traffic Rail

Stainless steel 1 5/8" Tubing two tier 4' 0" centers for uprights, 4" s/s floor plates c/w covers, floor inserts 10" deep to insert into legs min. of 24".

29. Electric mixer

HALIFAX REGIONAL SCHOOL BOARD REQUEST FOR PROPOSAL #3684 CAFETERIA FOOD SERVICES APPENDIX "H"

CONTRACTOR (EUREST) OWNED CAFETERIA EQUIPMENT LISTING

- 1. Six (6) plastic carts
- 2. 6' stainless steel tables
- 3. Rotary Toaster
- 4. 2-100 cup coffee perks
- 5. Six (6) slow cookers
- 6. Fourteen (14) black coffee pots
- 7. Seven (7) white coffee pots
- 8. Four (4) coffee pump pots (silver)
- 9. Seven (7) Bun black coffee pots
- 10. Panini press
- 11. Radio
- 12. Five (5) chaffing racks
- 13. Five (5) black cambric
- 14. One (1) blue camber
- 15. Two (2) cash registers
- 16. Twelve (12) pizza pans
- 17. Ice Machine
- 18. Black & white table cloths
- 19. Step ladder
- 20. Round stool
- 21. Two (2) Hamilton Beach blenders
- 22. All plastic containers
- 23. All catering trays and lids
- 24. Two (2) clear plastic juice dispensers all baskets and cutlery holders
- 25. Twelve (12) Clear Deli containers plus four (4) lids
- 26. Three (3) small deli containers
- 27. Ten (10) large baking sheets
- 28. Two (2) small baking sheets
- 29. All white & black glass catering dishes

NOTES:

Scotsburn owns:

- 30. Double door fridge (front display)
- 31. One (1) large freezer
- 32. One (1) small freezer

There is no range in the cafeteria; fume hood is not rated for a range so one cannot be installed; counter top hot plates are available.

No fried foods permitted, hence, there is no fat fryer available and none permitted.