



Halifax
Regional Centre for Education

Purchasing Division

RFP #4052

Cafeteria Food Services – Four (4) Schools

Addendum #1

May 14th, 2020
04:00 P.M.

To: Bidders

From: Nancy Rideout, Manager,
Accounting and Purchasing

Pages: 1 including cover

Phone: 464-2000(ext. 2222)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

The closing of RFP# 4052 Cafeteria Food Services – Four (4) Schools has been extended till the 1st of June, 2020 – 2:00:00 p.m. (AST)

1.) Proponents have the option of submitting proposals using one of the below methods.

Option 1. Email to dwalpola@hrce.ca as indicated on the RFP.

There is a size restriction on the incoming mail – 10mb. If the file size is above 10mb you will have to send separate emails per school

Option 2. Sharing the proposal/s via google drive. Large proposals can be shared from a google drive to dwalpola@gnspe.ca. If you encounter difficulties kindly contact the HRCE purchasing team for further clarification.

2.) The revised cafeteria statistics at the Brookside Junior High School is listed below

End of Addendum #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME

P3 YES NO

PRINCIPAL

DATE

CAFETERIA SCOPE OF WORK (Edited by School Principal)

Days of Operation - The contractor will normally provide food service on the days that school is open to students with the following exceptions:

- ✓ September – The first two days that students are in attendance
- ✓ December – The day before and the day after the Christmas Break
- ✓ June – The last three days of term before school closes
- ✓ Storm Days – When school is cancelled students will be credited for lunch on an alternative day.

Breakfast Program - Cafeteria service provider potential involvement in school Breakfast Program may be discussed at the discretion of each school prior to award.

Kitchen Cleaning Routine: (Edited by School Principal)

- ✓ Remove garbage daily from the kitchen
- ✓ Regularly sweep and mop the floor
- ✓ Store food in plastic bins or containers
- ✓ Spot clean accessible wall areas up to six feet (2 M)
- ✓ Regularly clean filters in the range hoods
- ✓ Regularly clean the dishwasher
- ✓ Regularly clean stove tops and ovens
- ✓ Empty and clean all fridges before the summer break

HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation, 7:00 a.m. to 2:00 p.m.
- Lunch period 11:00am to 12:00 p.m.

GROSS CAFETERIA SALES IN 2018/2019

TOTAL NUMBER OF STUDENTS IN 2017/2018

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	2997 sq. ft
Kitchen Sq Footage:	351 sq. ft
Number of Tables:	15 large picnic table style tables
Number of Chairs:	0
Other Information:	n/a

LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRCE)

1 fridge	
1 stand up cooler	
1 deep freeze	
1 dishwasher	
food storage rack	

LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

1 large deep freeze	1 computer and printer
1 convection oven	
1 snack vending machine	
1 cash register	
1 pizza warmer	
1 stove	
1 pastry cabinet	

OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

CONTRACTOR'S FINANCIAL PROPOSAL



REQUEST FOR PROPOSAL #4052

CAFETERIA FOOD SERVICES - *FOUR (4) SCHOOLS*

Closing Date: ***THURSDAY, MAY 28TH, 2020***
Closing Time: ***2:00:00 P.M. (AST)***
Opening Time: ***2:00:00 P.M. (AST)***

HRCE Contact:

Nancy Ridout, Manager of Accounting & Purchasing
Tel: (902) 464-2000 #2222
Email: nrideout@hrce.ca

To arrange a site visit contact the appropriate school Principal as indicated on the "School Statistics" Forms.

Proposals Submissions to be made Electronically to: dwalpola@hrce.ca

To obtain documents:

Download RFP documents in .pdf format from the HRCE's Website:

<http://www.hrce.ca/about-hrce/financial-services/purchasing/tenders/tender-listing>

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The Halifax Regional Centre for Education (HRCE) will receive offers through email from proponents which is signed and electronically received on or before the date and time specified on the cover sheet of this document. The HRCE deems the correct time to be the time indicated on the email receipt date and time. The email address to submit submissions and amendments is **dwalpola@hrce.ca**.

RFP #4052 - Cafeteria Services – 4 Schools

Proposals received after the closing will be not be considered any further in the competition. It is the responsibility of the proponent to ensure that the Request for Proposal is received on time.

The Halifax Regional Centre for Education reserves the right to reject any or all proposals or to accept any Request for Proposal, or portion thereof, deemed in its best interest. The Halifax Regional Centre for Education also reserves the right to waive formality, informality or technicality in any Request for Proposal, and to award to more than one contractor.

**PROPOSALS RECEIVED LATE OR BY FAX
WILL NOT BE ACCEPTED
AND WILL NOT BE CONSIDERED ANY FURTHER IN THE COMPETITON**

Terms and Conditions

SITUATION OVERVIEW

Section 1.0 - Purpose

- 1.1 The HRCE is seeking proposals for the provision of cafeteria services for FOUR (4) SCHOOLS. The food service management shall include the preparation and service of lunches and such other items of food and beverage as shall be required by the HRCE for such persons as the HRCE authorizes to be served.
- 1.2 The objective of this RFP is to obtain cafeteria services from a duly qualified company or individual, thereby allowing **FOUR (4) SCHOOLS** to offer cafeteria services to its staff and students.
- 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 school and HRCE related issues and concerns as they arise.

Section 2.0 - Questions

- 2.1 All questions pertaining to this proposal must be submitted in writing. Questions are to be received NO LATER than **2:00:00 P.M., FIVE (5) DAYS PRIOR TO CLOSING DATE & TIME**. The HRCE reserves the right to distribute in writing a notice of the contents of any enquiry, concern or question from any proponent and the HRCE's response therefore, to all other proponents. 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 HRCE. Communications concerning the terms and conditions of this RFP to any individual other than indicated will automatically cancel your submission. Direct questions to:

Nancy Rideout
Manager of Accounting & Purchasing
Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, Nova Scotia, B3B 1X7
Email: nrideout@hrce.ca and copy dwalpola@hrce.ca
Phone: (902) 464-2000 Ext 2022

- 2.2 After a proposal is submitted, any **AMENDMENT** to same may be submitted provided it is typed or in writing, duly signed and received by email to **dwalpola@hrce.ca**, no later than the closing Date and Time. Any amendment received 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 same numbering format used on this request for their return proposal. **Items identified with double underlining 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 adequately staff each site bid; 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 HRCE shall grant to the successful proponent(s) the right to operate the cafeteria facilities at all or any of the FOUR (4) SCHOOLS for the purpose of supplying food services, in compliance with the ***Food and Nutrition Policy for Nova Scotia Public Schools*** to the students 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 HRCE.
- 4.2 **Vending machines are excluded from this Request for Proposal, unless otherwise indicated on the Cafeteria Statistics Forms.**
- 4.3 The contract does not exclude various student or staff groups from fund raising or offering a special occasion provision of food, e.g. field day, popcorn, bake sales.

Definitions:

Kitchen Area - preparation, cooking, washing area

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

Eating Area - where the HRCE provides tables/seating for students and staff to consume food

Halifax Regional Centre for Education/HRCE - Halifax Regional Centre for Education/Individual schools

Section 5.0 – Menu

- 5.1** Each proposal must include a sample menu (See Appendix B). All menu items (cafeteria, canteen and/or vending if included in contract) must be reviewed and signed off by the HRCE School Nutritionist to ensure compliance with the Provincial Food and Nutrition Policy (See Appendix C for a quick reference guide on policy).
- 5.2** 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.
- 5.3 After the nutrition information outlined in Appendix D is submitted, the HRCE School 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

- 6.1** Each proposal must include the following details concerning the company:
- 6.1.1** Organization chart.
- 6.1.2** 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 HRCE may consult regarding the Proposal.
- 6.1.3** 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).
- 6.1.4** If a proponent is a partnership, the full name of all individual partners, together with the correct legal business name of the partnership.

- 6.1.5 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.
- 6.1.6 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.
- 6.1.7 The HRCE reserves the right any time after the closing date, to require any proponent to provide evidence satisfactory to the HRCE 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 HRCE within four (4) days of the date of any such request.
- 6.2 Bids must include a Dedicated on site Supervisor to deal solely with the HRCE contract.
- 6.2.1 A complete resume MUST be included.
- 6.2.2 List the 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 HRCE's 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 school premises. The service provider is to provide written conformation 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 HRCE's 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 HRCE's employees and shall not represent themselves as an agent of the HRCE, nor be eligible for any of the benefits provided to HRCE employees.
- 6.8 The HRCE reserves the right to demand the removal of any food service provider employees engaged in this contract if, in the HRCE's opinion, their conduct has been of an unacceptable nature.
- 6.9 The food service provider will reimburse the HRCE 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 HRCE 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 all HRCE buildings and on all HRCE property.
- 6.11.2 Many HRCE locations are equipped with video surveillance cameras. The locations will be shared with the successful proponent.
- 6.12 It is important that all staff members of a school play a significant role in reinforcing student's attitudes, behaviours and responsibilities. Explain how your firm might contribute, particularly in the area of helping students make healthy food choices.
- 6.13 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 HRCE 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 HRCE's representative.
- 6.15 Each vendor 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 vendor for the client
 - ✓ number of years vendor has provided services to the client
- 6.16 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) The HRCE shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which the HRCE in its sole, unrestricted discretion deems most advantageous to it. The

lowest, or any, Proposal will not necessarily be accepted and the HRCE 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) The HRCE 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 the HRCE'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,
 - vii) splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one Proposers;

Section 7.0 - Financial Return and Pricing

7.1 Currently cafeterias are in operation at FOUR (4) SCHOOLS. Historical data for cafeteria financial returns and pricing is included as **Appendix F – Cafeteria Statistics** for each location.

7.2 The HRCE is expecting a monthly financial statement (see 7.4) financial return from vendors for cafeteria sales. Outline your strategies for each year of the contract which may include:

7.2.1 **A stated percentage of the gross cafeteria sales volume realized by the successful proponent** (percentage of total revenue generated from cafeteria sales will be returned to the school) **AND /OR**

7.2.2 **A stated annual guaranteed minimum** (advise what guaranteed amount of money would be returned to the school on a monthly basis, regardless of revenue generated. These funds would be paid to the school in ten monthly payments from September through June of each school year. As well, please advise if this base amount would increase if revenues exceeded a pre-determined level) **AND /OR**

7.2.3 **Other forms of compensation** (advise if your company has any other payment schemes currently in use at other schools or institutions. These other options may or may not be considered in the selection of a successful proponent.

7.3 Detail in RFP Proposal the willingness to:

- 7.3.1 liaison with school advisory council (or other association/group approved by the principal)
- 7.3.2 consult with students/staff/cafeteria committee regarding specialty items. A cafeteria staff member will serve as a member of the school cafeteria committee.
- 7.3.3 provide an opportunity for work experience to identified students.
- 7.4 **Revenue payments should be made on a monthly basis, preferably by EFT (Electronic File Transfer). These funds will be paid to schools in ten monthly payments from September through June of each school year, within five (5) business days from the last day of the preceding month. (In actual fact, payment based on a percentage of gross sales would then be due in the months of October through to July). If the proponent wishes to present an alternate payment schedule aside of monthly as listed about, it should be clearly stated within the proposal.**
- 7.5 If your strategy includes an annual guaranteed minimum, any revenue adjustment to the guaranteed minimum (see 7.2.2) due to disruption of service or closure of this site would be subject to mutual agreement negotiated by both parties.
- 7.6 Indicate what willingness your firm has toward providing an annual bursary and/or scholarship for each school.
- 7.7 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 HRCE, the HRCE's Internal Auditor will be permitted to examine the accounting records pertaining to the sales volumes through the HRCE's facilities. This may include auditing of individual school cash register receipts. **Cash registers are not provided by the HRCE.**
- 7.8 Proposals shall guarantee the HRCE against financial loss arising from the operation of the Food Service Management in our facilities.
- 7.9 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.
- 7.9.1 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.
- 7.9.1 Prices should be submitted on both choices, excluding all taxes, with firm prices for year one. Please include details of the processes.

7.9.2 Increases for subsequent years ***must be negotiated by September 1st for each year of the contract.***

7.9.3 The successful proponent must place emphasis on menu variety when developing a menu. i.e. Soup and sandwich variety.

7.9.4 The successful Proponent make menus available to all parents (hardcopy or internet access), including menu and snack selection and special event menus.

Section 8.0 - Vending Machines

8.1 As per section 4.2, vending machines are **EXCLUDED** from this proposal, unless otherwise indicated on the Cafeteria Statistics Form. Note: In the event vending machines are included in this proposal the food service provider must include all electrical service requirements in their proposal response and indicate the number of refrigerated and dry good machines they would like to have on site.

8.2 The food service provider may sell milk beverages and nutritional snacks from the serverly 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 where vending machines excluded from proposal).

Section 9.0 - Services and Supplies Provided by the Food Service Provider

9.1 The Food Service Provider must provide all supplies and staff to prepare on-site food services for sale to the students and staff. 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 and students to pay the food service provider directly.

9.1.2 Uniforms assist in portraying a sense of unity and purpose as well as a student security issue. Is it your firm's policy that all employees must wear a company uniform?

9.2 The lunch periods for the ten-month school year will be established by the school principal and noted on Appendix F - the individual Cafeteria Statistic Forms. There is no breakfast program, however, if in the course of the contract, the school determines that there is a need for such a program, one would be implemented. Snacks must be made available for the morning and during recess periods.

9.3 The daily menu in each location shall offer a main meal from the standard posted menu on a minimum four-week cycle, and to be provided to parents as per section 7.9.4.

- 9.3.1 A priced sample menu for the entire four- week cycle **must** be included with your proposal. Focus on healthy food choice menus (including a possible breakfast menu).
- 9.3.2 The proposed nutritional meal program must be outlined with a detailed marketing promotional strategy including the usage of cafeteria facilities by staff and students. The daily menu must be priced for one 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*.
- 9.3.3 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 site administrator. This agreement will include prices and portion sizes.
- 9.3.6 An ingredient list must be provided upon request.
- 9.3.7 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 serverly 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 serverly 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 For P3 schools, cafeteria provider is responsible for removal of all waste from the kitchen area and dispose of it to the outside refuse Coral Containers, which are labelled.
- 9.4.5 Dairy and meat products will not be kept in freezers during the summer shutdown.
- 9.4.6 Supply own paper and cleaning supplies that are compatible with the HRCE 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 HRCE 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 HRCE/School 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 HRCE/School will include:

10.1 A kitchen equipped with locks. The HRCE/School will furnish sinks, stoves, storage space, refrigerated units, as per Annex A (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 services 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 HRCE/School from the designated eating areas. The service provider is responsible to breakdown cardboard for disposal / recycling.

10.4 ~~Removal of grease from the grease traps after it has been put in the food service contractors containers.~~
Not applicable as no deep fryers in Nova Scotia Public schools.

10.5 Use of washroom facilities for the food service providers personnel.

10.6 Decorations for the walls and ceilings from time to time as the HRCE deems necessary.

10.7 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 Annex A), cleaning and painting of walls and ceilings, pest control and garbage removal (Dumpsters).

10.8 A student/employee eating area equipped with tables and chairs, all of which are the property of the HRCE.

10.9 For P3 schools Scotia Learning Centres shall be contacted for authorization for equipment repairs, capital equipment upgrades and building access outside of normal operating hours of school.

Section 11.0 - Site Visit

- 11.1 Proponents are **STRONGLY ENCOURGED** to contact the appropriate principal or office to arrange for site visits to familiarize themselves with the layout/facility. It will be assumed that proponents are familiar with the schools/locations they submit proposals for.

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 HRCE 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 HRCE reserves the right for an HRCE 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 HRCE/School 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 HRCE 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

- 15.1 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, the HRCE and the School.

Section 16.0 – Right to Negotiate

The HRCE may, in its sole discretion:

- 16.1 through the issuance an award letter by the HRCE, 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 the HRCE determines to be necessary or advisable. The entering into of such negotiation by the HRCE 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 HRCE is not responsible for any money kept on the HRCE premises.

Section 18.0 - Commercial Liability Insurance

- 18.1 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 HRCE by an employee of the food service provider. The coverage will be subject to a minimum of **\$5,000,000** for each occurrence. The HRCE will be named insured on the policy. It must also provide coverage to protect the HRCE 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 HRCE 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 HRCE.

Section 19.0 - Statistical Data

- 19.1 The successful proponent must be capable of supplying the HRCE 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

- 20.1 This contract will be for a three (3) year term commencing **September 1, 2020 to June 30, 2023 with two (2) optional one (1) year extensions possibly extending the contract to June 30, 2025**. The decision to extend the cafeteria services contract will be at the sole discretion of the school and the HRCE.
- 20.2 Is there a different contract term your firm would suggest? Why would this be to the HRCE's advantage?

Section 21.0 - Cancellation of Contract

- 21.1 The HRCE 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 rationale 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 school 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 HRCE 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 HRCE 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 HRCE's representative will keep the food services provider advised of changes as soon as possible.
- 22.3.1 The HRCE will keep the food service provider abreast of relevant developments in regards to the operation of the food services (e.g. shutdowns, year-round schooling)
- 22.4 Following the award, discussion may occur with successful proponent for elementary feeder school services.
- 22.5 All costs associated with the preparation, delivering or presenting of the proponents proposal will be solely the responsibility of the proponent.
- 22.6 The proponent agrees that all documentation and information contained in any proposal that becomes the property of the HRCE 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 HRCE 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 HRCE to attempt to preserve confidentiality of the trade secrets, intellectual property right or information should be clearly designated as confidential.
- 22.7 While the HRCE 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 HRCE, 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.
- 22.8 The foregoing is our theory of proposed provision of food service and its implementation. Vendors are expected to bid as specified, but vendors are also encouraged 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	-	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 HRCE is required the recommended contractor will rely on a letter from the Manager of Purchasing & Accounting, representing the HRCE. In case of a dispute, the decision of the HRCE will be final.

Section 24.0 – RFP Milestones

24.1 Request for Proposal is issued

24.2 Proponents make arrangements with Administrators 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 vendors (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 successful proponent(s) may use the school owned furniture, fixtures, and equipment as listed on the Cafeteria Statistics Form for each school. Upon termination of the contract, all furniture, fixtures, and equipment will be returned to the School in good condition, allowing for fair wear and tear.

- b. School/HRCE representatives reserve the right to inspect other educational food services operations contracted by interested parties prior to any award of contract.
- c. The successful proponent shall provide standards of operation, management, and support services of the best quality available in the institutional food services industry.
- d. The premises, equipment, and facility shall be maintained throughout the contract period in a condition satisfactory to the HRCE and in compliance with federal, provincial and local sanitation and environmental codes. The HRCE will provide custodial services for routine cleaning of floors in the cafeteria. All other cleaning will be the responsibility of the successful proponent.
- e. School and HRCE 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 HRCE or such agencies own discretion. A copy of all inspection reports shall be provided to the school and HRCE 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.
- f. 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.
- g. 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.
- h. The successful proponent will be expected to operate within the guidelines of the **Nova Scotia Department of Labour Occupational Health and Safety Act. and the HRCE Occupational Health and Safety Policy** 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.
- i. 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.
- j. 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.
- k. 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 Centre for Education.

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- l. 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.

- m. 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 HRCE including but not limited to all cash handling and cash control and all statistical information needed for such accounting.

- n. 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

- o. The successful proponent must agree to make kitchen and cafeteria facilities available to the school Breakfast Program, free of charge, if requested to do so by school administration.

- 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**.

- s. 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 signed below 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
S A M P L E

CAFETERIA SERVICE CONTRACT

BETWEEN

CONTRACTOR'S NAME

&

SCHOOL NAME

SEPTEMBER 2020

TO

JUNE 2023

(TWO (2) ONE (1) YEAR OPTIONS FOR RENEWAL AT THE DISCRETION OF THE SCHOOL/HRCE)

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SCHEDULE A – COPY OF CAFETERIA SERVICE RFP

SCHEDULE B – COPY OF CONTRACTOR’S BID SUBMISSION

THIS AGREEMENT made the 20th day of June A.D. 2020.

BETWEEN:

HALIFAX REGIONAL CENTRE FOR EDUCATION/SCHOOL NAME
(the "HRCE")

OF THE FIRST PART

- and -

CONTRACTOR'S NAME
(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS the HRCE has analyzed its needs and requirements for **CAFETERIA SERVICES**,

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 (APPENDIX A)

- 1.0 The services to be performed by the Contractor for the HRCE are outlined in the **Scope of Work, Schedule A**, a copy of which is attached to this Agreement.
- 1.1 The services outlined in the **Scope of Work, Schedule A**, may be adjusted from time to time by mutual agreement between the HRCE and the Contractor.

TERM

- 2.0 This Agreement shall be in effect from and including the **1st day of September, 2020 and shall continue until the 30th day of June, 2023(3 years) with two (2) one year options for extension at the discretion of the school**, 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 HRCE from time to time in a competent and a professional manner to the satisfaction of the HRCE, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the HRCE.
- 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 or EFT deposits to the school, no later than **five (5) business days after the end of each month.**

UNSATISFACTORY PERFORMANCE BY CONTRACTOR:

- 5.0 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 HRCE; and as provided in article 11.1; the HRCE 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 HRCE 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 HRCE and the Contractor agree that the Contractor is an independent contractor and not an employee of the HRCE, nor is the Contractor a partner with the HRCE.
- 7.1 The HRCE and the Contractor agree that any personnel supplied by the Contractor to the HRCE shall be considered employees of the Contractor and not employees of the HRCE.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- 8.0 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 HRCE for any amounts assessed against and paid by the HRCE 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 \$5,000,000.00, 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 HRCE shall be provided to the HRCE 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 HRCE, and shall indemnify and save harmless the HRCE for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The HRCE 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 HRCE, its employees and agencies in the performance by the HRCE of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the HRCE, 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 HRCE 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 the HRCE or the CONTRACTOR at any time during the term, in whole or in part, without cause or liability to either the Contractor or the HRCE, 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 HRCE, then the HRCE may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the HRCE 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 HRCE and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the HRCE 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 HRCE 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.

- 12.3 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 HRCE's operations, the Manager of Accounting & Purchasing and/or the School 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 HRCE's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- 12.4 After the suspension of services, in the event that the HRCE wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the HRCE 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 HRCE 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 HRCE in the performance of this Agreement, shall be the sole property of the HRCE.
- 14.1 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 HRCE.

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 HRCE'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 HRCE policies and regulations, the Contractor shall request, review and abide by all pertinent HRCE policies and regulations, including but not limited to, the Code of Conduct expected of employees of the HRCE.

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 HRCE.

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 HRCE.

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:

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To the HRCE at:

**NANCY RIDEOUT, MANAGER OF ACCOUNTING & PURCHASING
HALIFAX REGIONAL CENTRE FOR EDUCATION
33 SPECTACLE LAKE DRIVE
DARTMOUTH NS B3B 1X7**

**PRINCIPAL'S NAME
SCHOOL NAME
SCHOOL ADDRESS**

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.

**HALIFAX REGIONAL CENTRE FOR EDUCATION
REQUEST FOR PROPOSAL CAFETERIA FOOD SERVICES**

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 CENTRE FOR EDUCATION	

Nancy Rideout	
Manager of Accounting & Purchasing	
_____	Date _____

Witness	

SCHOOL NAME	

NAME, Principal	
_____	Date _____

Witness	

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

APPENDIX B- SAMPLE MENU FORMAT

*Please complete sample menu below or provide an attached four week cycle menu. Make sure to include **ALL ITEMS** being sold in the cafeteria and vending machines along with selling prices. (if vending machines are applicable to this RFP).*

	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 Daily Specials & Selling Prices					
Week 2 Daily Specials & Selling Prices					
Week 3 Daily Specials & Selling Prices					
Week 4 Daily Specials & Selling Prices					
<i>Beverages, Snacks and additional Menu items with selling prices</i>					

APPENDIX C - FOOD AND NUTRITION POLICY FOR NOVA SCOTIA PUBLIC SCHOOLS: QUICK REFERENCE GUIDE

Categories	Grain Products / Serving	Vegetables & Fruit / Serving	Milk Products / Serving	Meat & Alternatives / Serving
MAXIMUM: <i>Daily</i>	<p>≤ 3 g total fat ≤ 2 g sat and trans fat combined < 480 mg sodium > 2 g fibre ≤ 10 g sugar in cereals No artificial sweeteners</p> <p><i>Whole grain (oats, corn, rye, rice) or whole wheat breads & pasta, crackers, cereal (shredded wheat, corn bran, oatmeal), brown or wild rice.</i></p>	<p>≤ 3 g total fat ≤ 2 g sat and trans fat combined < 480 mg sodium > 2 g fibre No added sugar or artificial sweeteners</p> <p><i>All fresh vegetables and fruit (choose locally grown and in season if possible); canned fruit packed in 100% juice or water; apple sauces or blends with no added sugar; 100% juice, dried fruit and leathers or frozen fruit bars.</i></p>	<p>≤ 5 g total fat ≤ 4 g sat and trans fat combined < 480 mg sodium ≤ 28 g sugar per 250ml flavoured milk < 2% MF milk including flavoured and soy < 2% MF yogurt and yogurt drinks < 20% MF cheese including cheese strings No artificial sweeteners</p> <p><i>Unprocessed cheese slices.</i></p>	<p>≤ 5 g total fat ≤ 3 g sat and trans fat combined < 480 mg sodium</p> <p><i>Lean or extra lean meat, poultry & fish; lean deli meats (ham, roast beef, turkey, chicken); canned fish packed in water; eggs; beans and legumes; hummus.</i></p>
MODERATE: <i>No more than 2 times/week or 30% of menu choices</i>	<p>≤ 5 g total fat ≤ 2 g sat and trans fat combined May contain > 2 g fibre May contain > 480 mg but < 960 mg sodium May contain added sugar or artificial sweetener</p> <p><i>White, 60% whole grain or enriched breads & pastas; non whole grain crackers; cereal made with whole grains but containing some added sugar (instant flavoured oatmeal, honey oat cereals, frosted mini wheat squares); white rice, biscuits or scones; granola bars; cookies with oatmeal or dried fruit; pretzels; air popped popcorn; baked chips; rice cakes.</i></p>	<p>≤ 5 g total fat ≤ 2 g sat and trans fat combined May contain > 2 g fibre May contain > 480 mg but < 960 mg sodium May contain added sugar or artificial sweetener</p> <p><i>Fruit in light syrup or with sugar added; vegetables with sauces or breadcrumbs; commercial vegetable soup; oven prepared French fries and perogies.</i></p>	<p>≤ 8 g total fat ≤ 5 g sat and trans fat combined ≤ 28 g of sugar per 250 ml in milk drinks ≤ 3.25% MF milk including flavoured and soy May contain 20-32% MF cheese May contain > 480 mg but < 960 mg sodium May contain artificial sweetener</p> <p><i>Cottage cheese; processed cheese slices and spreads; milk based pudding; frozen yogurt.</i></p>	<p>≤ 10 g total fat ≤ 4 g sat and trans fat combined May contain > 480 mg but < 960 mg sodium</p> <p><i>Regular ground beef; canned fish packed in oil; some marinated meats and jerky style products; breaded meat and poultry products; tuna/salmon or soy butter and cracker snack packs.</i></p>
<p><i>Herbs and spices can be used to enhance the flavour of foods and beverages. Other flavour enhancers may be used in small amounts to enhance the flavour of food Maximum (15ml) Moderate (5ml): salsa, tzatziki, low fat dressings and mayonnaise, butter, non hydrogenated margarine, ketchup, mustard, relish, honey, jam or jelly, syrups, gravies, soy sauce, hot sauce, light cream cheese and pickles.</i></p>				
MINIMUM: <i>No longer allowed in school food programs. Served or sold rarely at a school wide special event approved by principal only!</i>	<p>≥ 5 g total fat > 2 g sat and trans fat combined</p>	<p>≥ 5 g total fat > 2 g sat and trans fat combined Added sugar to vegetable and fruit juice</p>	<p>> 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</p>	<p>> 10 g total fat > 4 g sat and trans fat combined</p> <p><i>Highly processed deli meats (salami, pepperoni)</i></p>
<p>Minimum mixed food examples: hot dogs, battered or fried items, pizza with processed meats and higher fat cheese, egg rolls, poutine; Minimum snack or processed food examples: candy, chocolate or energy bars, liquorice, artificial fruit snacks and roll ups, fruit gels or jellied desserts, chips and cheesies; Minimum baked goods examples: doughnuts, croissants, cake or cupcakes, pie, squares, muffins with chocolate, cookies made with sweet filling, icing or chocolate; Minimum frozen novelties: popsicles, ice cream, sherbet, milkshakes; Minimum beverage examples: pop, sports drinks, sweetened fruit beverages, coffee, iced 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.</p>				
<p>Water: Choose plain, unsweetened, unflavoured water with no additives (such as: caffeine, herbals or artificial sweeteners).</p>			<p>Salt: should be used sparingly.</p>	

Symbols: ≤ = less than or equal to ml = milliliters sat = saturated > = greater than g = gram < = less than mg = milligram MF = milk fat

APPENDIX D: NUTRITION INFORMATION REQUIRED FOR MENU REVIEW

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 Centre for Education fully supports this policy and has school 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 school nutritionist with the Halifax Regional Centre for Education will be reviewing all items sold in the cafeteria and if applicable vending program.

In order for the school 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
 - 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 school 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)

All nutrition information must be submitted within two weeks of being awarded the contract. If you have any questions please contact the School Nutritionist with the Halifax Regional Centre for Education:

Kelly Sherwood
School Nutritionist
Halifax Regional Centre for Education
Phone (902) 464 – 2000 ext 2180
Fax (902) 464 - 2015
ksherwood@hrsb.ca

APPENDIX E: SAMPLE OF MENU REVIEW FORM

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

I (School Nutritionist's Name) have reviewed all menu items submitted by (Food Service Provider) to be sold at (Name of School).

This review included the following menus:

- Vending
- Cafeteria Menu
- Cafeteria snacks and beverages

Menu Review Details:

Recommendations for Change (if applicable):

School Nutritionist Signature

Date

I am aware that the recommendations for change must be implemented within two weeks of the date indicated above.

Foodservice Provider

Date

Principal

Date

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

APPENDIX F
School Cafeteria Statistics Forms

- 1. Brookside Junior High**
- 2. Eastern Passage Education Centre**
- 3. Gaetz Brook Junior High**
- 4. Hammonds Plains Consolidated Elementary**

See HRCE website for additional school information:

<http://www.hrce.ca/about-our-schools/school-finder/all-schools>

SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME

P3 YES NO

PRINCIPAL

DATE

CAFETERIA SCOPE OF WORK (Edited by School Principal)

Days of Operation - The contractor will normally provide food service on the days that school is open to students with the following exceptions:

- ✓ September – The first two days that students are in attendance
- ✓ December – The day before and the day after the Christmas Break
- ✓ June – The last three days of term before school closes
- ✓ Storm Days – When school is cancelled students will be credited for lunch on an alternative day.

Breakfast Program - Cafeteria service provider potential involvement in school Breakfast Program may be discussed at the discretion of each school prior to award.

Kitchen Cleaning Routine: (Edited by School Principal)

- ✓ Remove garbage daily from the kitchen
- ✓ Regularly sweep and mop the floor
- ✓ Store food in plastic bins or containers
- ✓ Spot clean accessible wall areas up to six feet (2 M)
- ✓ Regularly clean filters in the range hoods
- ✓ Regularly clean the dishwasher
- ✓ Regularly clean stove tops and ovens
- ✓ Empty and clean all fridges before the summer break

HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation, 7:00 a.m. to 2:00 p.m.
- Lunch period 11:00am to 12:00 p.m.

GROSS CAFETERIA SALES IN 2018/2019

TOTAL NUMBER OF STUDENTS IN 2017/2018

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	2997 sq. ft
Kitchen Sq Footage:	351 sq. ft
Number of Tables:	15 large picnic table style tables
Number of Chairs:	0
Other Information:	n/a

LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRSB)

1 fridge	large food warmer (with stands)
1 stand up cooler	
1 deep freeze	
1 dishwasher	
food storage rack	
cash register	
beverage vending machine	

LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

1 large deep freeze	
oven	
snack vending machine	

OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

CONTRACTOR'S FINANCIAL PROPOSAL

SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME P3 YES NO

PRINCIPAL DATE

CAFETERIA SCOPE OF WORK (Edited by School Principal)

Days of Operation - The contractor will normally provide food service on the days that school is open to students with the following exceptions:

- ✓ September – The first two days that students are in attendance
- ✓ December – The day before and the day after the Christmas Break
- ✓ June – The last three days of term before school closes
- ✓ Storm Days – When school is cancelled students will be credited for lunch on an alternative day.

Breakfast Program - Cafeteria service provider potential involvement in school Breakfast Program may be discussed at the discretion of each school prior to award.

Kitchen Cleaning Routine: (Edited by School Principal)

- ✓ Remove garbage daily from the kitchen
- ✓ Regularly sweep and mop the floor
- ✓ Store food in plastic bins or containers
- ✓ Spot clean accessible wall areas up to six feet (2 M)
- ✓ Regularly clean filters in the range hoods
- ✓ Regularly clean the dishwasher
- ✓ Regularly clean stove tops and ovens
- ✓ Empty and clean all fridges before the summer break

HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation, 7:00 a.m. to 2:00 p.m.
- Lunch period 12:15 to 1:00 p.m, snacks in the morning-8:35-8:55, recess 10-10:15 and 10:30-10:45

GROSS CAFETERIA SALES IN 2018/2019

TOTAL NUMBER OF STUDENTS IN 2019/2020

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	approximately 2009 square feet
Kitchen Sq Footage:	approx 560 square feet
Number of Tables:	25
Number of Chairs:	220
Other Information:	

LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRSB)

dishwasher	
fridge	
stove	
freezer	

LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

pizza ovens	
warmer	
one freezer	
cash register	
steam line pots	

OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

Recess

CONTRACTOR'S FINANCIAL PROPOSAL

SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME

P3 YES NO

PRINCIPAL

DATE

CAFETERIA SCOPE OF WORK (Edited by School Principal)

Days of Operation - The contractor will normally provide food service on the days that school is open to students with the following exceptions:

- ✓ September – The first two days that students are in attendance
- ✓ December – The day before and the day after the Christmas Break
- ✓ June – The last three days of term before school closes
- ✓ Storm Days – When school is cancelled students will be credited for lunch on an alternative day.

Breakfast Program - Cafeteria service provider potential involvement in school Breakfast Program may be discussed at the discretion of each school prior to award.

Kitchen Cleaning Routine: (Edited by School Principal)

- ✓ Remove garbage daily from the kitchen
- ✓ Regularly sweep and mop the floor
- ✓ Store food in plastic bins or containers
- ✓ Spot clean accessible wall areas up to six feet (2 M)
- ✓ Regularly clean filters in the range hoods
- ✓ Regularly clean the dishwasher
- ✓ Regularly clean stove tops and ovens
- ✓ Empty and clean all fridges before the summer break

HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation, 7:00 a.m. to 2:00 p.m.
- Lunch period 12:10 to 1:00 p.m.

GROSS CAFETERIA SALES IN 2018/2019

TOTAL NUMBER OF STUDENTS IN 2019/2020

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	25560
Kitchen Sq Footage:	1000
Number of Tables:	23
Number of Chairs:	132
Other Information:	

LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRCE)

Steam Table	Oven
House Fridge	

LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

Freezer (x2)	Utensils
Pans	Coolers (x1)
Misc. Equipment	

OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

Cooler (x2) owned by Pepsi Cola (acquired)

CONTRACTOR'S FINANCIAL PROPOSAL

SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME P3 YES NO

PRINCIPAL DATE

CAFETERIA SCOPE OF WORK (Edited by School Principal)

Days of Operation - The contractor will normally provide food service on the days that school is open to students with the following exceptions:

- ✓ September – The first two days that students are in attendance
- ✓ December – The day before and the day after the Christmas Break
- ✓ June – The last three days of term before school closes
- ✓ Storm Days – When school is cancelled students will be credited for lunch on an alternative day.
- ✓ *Delayed Openings -- When the start of the school day is delayed by 2 hours.*

Breakfast Program - Cafeteria service provider potential involvement in school Breakfast Program may be discussed at the discretion of each school prior to award.

Kitchen Cleaning Routine: (Edited by School Principal)

- ✓ Remove garbage daily from the kitchen
- ✓ Store food in plastic bins or containers
- ✓ Regularly clean filters in the range hoods
- ✓ Regularly clean stove tops and ovens
- ✓ Regularly sweep and mop the floor
- ✓ Thoroughly clean accessible wall areas up to six feet (2 M)
- ✓ Regularly clean the dishwasher
- ✓ Empty and clean all fridges before the Christmas break
- ✓ Empty and clean all fridges before the summer break

HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation, 7:00 a.m. to 2:00 p.m.
- Recess (Snack period), 9:45 a.m. to 10:15 a.m. There are two recess periods of 15min each.
- Lunch period 11:50 a.m. to 12:40 p.m.

GROSS CAFETERIA SALES IN 2018/2019

TOTAL NUMBER OF STUDENTS IN 2019/2020

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	4221 sq. ft.
Kitchen Sq Footage:	400 sq. feet
Number of Tables:	14x12ft and 12x10ft tables
Number of Chairs:	no chairs (tables have benches)
Other Information:	

LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRCE)

1xCommercial Oven	
1xCommercial Stove	
1xCommercial Dishwasher	
1xCommercial Fridge	
1xCommercial Heat Tray	
1xStand-up freezer	
1x Full-Size Heating Warming Cabinet	

LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

1xChest Freezer	
All bowls, pans, cooking utensils	
1xMilk Fridge (owned by Farmers Dairy)	

OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

All students are bussed to school. Therefore, there is no option for students to leave the property for lunch.

CONTRACTOR'S FINANCIAL PROPOSAL