



Halifax

Regional Centre for Education

REQUEST FOR PROPOSAL

4244

PROVINCIAL SCHOOL LUNCH PROGRAM

OFF SITE MEAL PREPARATION

Closing Date: TUESDAY - JULY 2, 2024
Closing Time: 2:00pm (Atlantic Standard Time)

RFP Remittance Information:

Halifax Regional Centre for Education

Submission via Email Only

hrcetenders@hrce.ca

HRCE Contact:

Don Walpola, Buyer

Tel: (902) 464-2000, ext. 2223

Email: dwalpola@hrce.ca

RFP submissions will be accepted only by email at: hrcetenders@hrce.ca

To obtain documents:

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

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

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SCHEDULE A - PRICE FORM AND HRCE SCHOOL GROUPINGS

Appendix F and Schedule A is available for download from the HRCE Website:

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

1.0 INTRODUCTION

The Province of Nova Scotia recognizes the importance of ensuring children have access to nutritious meals on school days and promoting an inclusive environment that boosts well-being and student achievement. In addition to having a positive impact on student attendance, behavior, and academic success, a government-subsidized school lunch program will improve affordability of essential goods for families by reducing or lowering regular grocery bills and daily expenses. The province is committed to introducing a province-wide school lunch program that will be phased in over the next four years. The initial phase of implementation will begin in the 2024 – 2025 school year for pre-primary and elementary students.

The Provincial school lunch program will provide students enrolled in public schools with equitable and stigma-free access to school lunches, helping them stay healthy and focused on their learning. The program will be affordable to all and free to those who need it through a pay-what-you-can contribution model.

Through this RFP, the Halifax Regional Centre for Education (HRCE) is accepting proposals for the provision of Cafeteria/Foodservices for groupings of schools listed in Appendix F – School Specific Information. The Successful Proponent(s) will be responsible for offering food services within the framework of the "Off-Site Meal Preparation" delivery approach, where food service providers are engaged to prepare, package, and deliver meals to schools. It is crucial that these providers have the ability to deliver a comprehensive range of meal preparation, delivery, and distribution services employing staff who are fully qualified to work in the food services and meal delivery industry. Furthermore, they are expected to adhere to program requirements that prioritize ensuring students have access to healthy and nutritious meals. Additionally, the vendors must demonstrate their capacity to meet at least a 50% uptake in meal volume for the schools they plan to serve, with plans in place to accommodate an estimated 80% uptake based on the eligible student population.

In the 2024-2025 school year, this program will provide approximately 65,000 learners with the opportunity to access free or government subsidized lunch meals. Future phases will encompass all remaining students.

1.2 Purpose of this Request for Proposal

This REQUEST FOR PROPOSAL ("RFP") is to invite experienced and qualified Proponents to submit their detailed proposals for **PROVINCIAL SCHOOL LUNCH PROGRAM - OFF SITE MEAL PREPARATION** to satisfy the requirements of the HRCE for the services set out in this RFP ("Proposal").

This contract may be awarded in whole or in part to one or more service providers at the sole discretion of the HRCE for a one (1) year term with the option to renew for four (4) additional school years (September to June).

The HRCE will notify the Supplier in writing 90 days prior to the expiry of each term for an overall potential maximum term of five (5) years in total. Price adjustments for extension years may be considered at the end of each term prior to the time of extension.

The student population numbers are subject to change.

The terms "RFP" and "Proposal" include any revisions, amendments or additional documents made thereto, pursuant to this RFP.

Additional HRCE School Details can be found at:

<https://www.hrce.ca/families/school-finder/all-schools>

1.3 The Proposal

The HRCE is requesting experienced and qualified Proponents to submit Proposals based on the following:

PROVINCIAL SCHOOL LUNCH PROGRAM - OFF SITE Meal Preparation to HRCE, as outlined in Appendix D – Program Requirements for a one (1) year term commencing **October 01, 2024 – June 30, 2025, with an option to renew for four (4) additional school years (September to June)**, at the sole discretion of HRCE.

The HRCE will notify the Supplier in writing 90 days prior to the expiry of each term for an overall potential maximum term of five (5) years in total. Price adjustments for extension years may be considered at the end of each term prior to the time of extension.

Proponents are requested to provide a Proposal that will meet HRCE’s requirements at the best possible overall value, as determined by HRCE in its sole discretion.

The HRCE reserves the right to award the contract to one or more service providers who submit proposals.

The HRCE reserves the right to award this RFP to an entire group of schools or individual schools as is in the best interest of the RCE and communities in which these schools are located.

1.4 Schedules of Events

The following schedule for this RFP and award of Contract is current as of the release date of this RFP. HRCE reserves the right to, in its sole discretion:

- a) modify any of the steps below; or
- b) modify any of the dates noted below.

EVENT	DATE
RFP Issuance Date	June 10, 2024
Final Date to Submit Questions	June 25, 2024 at 2pm ATL
RFP Closing Date	July 2, 2024 at 2pm ATL
Commencement of Lunch Service	October 1, 2024

Should HRCE enter into negotiations with a preferred Proponent to finalize a Contract as specified in Section 3.2 (b), and such negotiations fail to do so, HRCE reserves the right in its sole discretion to negotiate with other Proponents who submitted acceptable Proposals or to not award a Contract to any Proponent. For further clarification of HRCE’s option to negotiate a final contract, and of its discretion generally, refer to Section 2.3, 4.2 and Section 5.0 below.

2.0 RFP TERMS AND CONDITIONS

This Section describes:

- a) the requirements for all Proposals; and

b) the procedures, practices, and contractual obligations between HRCE and each service provider that form this RFP process.

Proponents are instructed to read and understand all requirements detailed within this RFP, as failure to meet any requirements fully shall jeopardize and perhaps eliminate the acceptability of the Proposal.

2.1 RFP Terminology

Throughout this RFP, terminology is used that describes the importance of each requirement. Such terminology is as follows:

“Must”, “Mandatory”, “Shall”	A requirement that MUST be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
“Should”, “Desirable”	A requirement having a significant degree of importance to the objectives of this RFP; and
“Optional”	A requirement not considered essential, but for which preference may be given.

2.2 Glossary of Terms

In addition to terms defined elsewhere in this RFP, the following terms shall have their corresponding meanings:

“Proponent”	A person, firm or company submitting a Proposal in response to the RFP. The successful Proponent who is awarded by HRCE a Contract or the right to enter final negotiations to enter a Contract, pursuant to Section 3.2.
“Proposal Period”	The period of time between the issuance of this RFP and the Close Date.
“Close Date”	The date and time by which a Proponent MUST submit its Proposal to HRCE, as specified in Section 1.5.
“Contract”	The agreement(s) that form the contractual relationship between the Proponent(s) and HRCE, or to be executed by the Proponent and HRCE, as specified in Section 3.3.

2.3 Right to Negotiate

The HRCE may, in its sole discretion:

2.3.1. 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

2.3.2. Invite selected proponents for Negotiations if the proposals received does not meet the

complete RFP requirement and deliverables; or

2.3.3. Enter into Negotiations with selected proponents to ensure all identified requirements and deliverables of this RFP are met; or

2.3.4. 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.

2.4 Confidentiality and FOIPPA

Information pertaining to HRCE obtained by the Bidder, its employees and agents as a result of its participation in this RFP, is confidential and **must** not be disclosed by the Bidder except as authorized in advance and in writing by HRCE.

HRCE shall endeavour to keep all Proposals and accompanying documentation received as confidential and used only for the purposes of evaluation of the Proposal, however, HRCE The Bidder hereby grants to HRCE the right to copy any documents (regardless of form) provided in or with the Proposal for the purposes of such evaluation.

Proposals are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* (“**FOIPOP**”). While this Act allows persons a right of access to records in HRCE’s custody or control, it also prohibits HRCE from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Section 15 and 16 of the FOIPOP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

2.5 Full Disclosure

Bidders **must** provide a statement providing a full and complete disclosure of:

a) any personal relationship to any employee of HRCE who makes recommendations concerning the award of the services or works contemplated in the RFP or of any employee (or immediate relative of any employee) of HRCE with any direct, or indirect pecuniary interest, ownership, or directorship with respect to the Bidder; and

b) any business relationship, monetary or other support of HRCE through any of its Sites or with respect to any of its staff including employees, officers, or Trustees. Bidders must advise the Buyer of any change in the foregoing throughout the Bidding Period and Term. HRCE reserves the absolute right to eliminate any Proposal or terminate any resulting Contract for failure to disclose the information required in this Section.

2.6 Proposal Submission

The Halifax Regional Centre for Education (HRCE) will receive offers in the form of a **two-file proposal** from proponents which is signed and received on or before the date and time specified on the cover sheet of this document. The HRCE deems the submission date and time to be the date and time on the email once it has been received. The email address to submit proposals and amendments is hrcetenders@hrce.ca.

Both files should be submitted in Adobe (.pdf) format. If the document size is larger than 20mb, proponents have the option of sharing files from google drive to hrcetenders@gnspes.ca. If you encounter difficulties kindly contact the HRCE purchasing team for further clarification.

Proponents are to submit completed REQUEST FOR PROPOSAL (RFP) documents by email.

The technical file should be named: **“Technical Submission_4244_Proponent Name”**

The price submission file should be named: **“Price Submission_4244_Proponent Name”**.

There must be no reference to price within the technical file submission.

2.7 Communications during Bidding Period

Questions, clarification or information regarding the RFP process or the Program Requirements must be directed exclusively to Don Walpola, HRCE Buyer by email at dwalpola@hrce.ca.

The Buyer may direct such questions, clarification, or information of a technical or business nature to other RCE employees or consultants, in which event the Bidder shall copy the Buyer on all such further questions, clarifications or information posed to the designated RCE employee or consultant. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFP document be found, the Bidder shall bring the matter to the attention of the Buyer immediately; no later than five (5) business days before RFP Close. The HRCE may, in its sole discretion, determine that such information should result in a revision to this RFP, in which event Section 2.11 below shall apply.

Additionally, in order for the HRCE to deal effectively with any Bidder concern or question, such concern or question should be communicated to the HRCE before June 25, 2024 at 2pm (ATL). A response to the questions will be addressed through an addendum which will be posted on the HRCE and Province of Nova Scotia Procurement website.

2.8 Revisions

Should HRCE determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing through the issuance of an addendum on the HRCE tender website and the PNS Procurement website. Proponents must notify Don Walpola, Buyer, by email to dwalpola@hrce.ca no less than five (5) working days before the RFP closing on any questions, errors or ambiguities found in the contract documents. The HRCE may also, in its sole discretion, extend the Close Date to allow all Bidders to consider and respond to a revision, and will advise all Bidders of such in writing through an Addendum.

Addenda will be issued no less than three (3) business days before the RFP closing date and time will form part of the contract documents. It is the sole responsibility of the Bidder, prior to the Close Date, to ensure they have received all revisions pertaining to the RFP.

2.9 Non-Compliance Identified

The Bidder **must** specifically identify any terms and conditions of this RFP with which they are unable to comply. It will be assumed that all terms and conditions are acceptable to the Bidder unless otherwise noted and all such terms and conditions will form part of the Contract. Bidder hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRCE, in HRCE's sole discretion.

2.10 Return of Proposal

A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Bidder are the property of HRCE and will not be returned.

2.11 Release of Bidder Information

HRCE reserves the right to publish the names of responding Bidders and any summary cost information deemed appropriate.

2.12 Liability for Errors

HRCE or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of Bidders, and the Bidder hereby releases HRCE and its Trustees, employees and agents from any such liability whatsoever.

2.13 Preparation Costs

Any and all preparation costs incurred by the Bidder in developing Proposals, presentations, demonstrations, or any other activity related to Bidder's response to this RFP (including attending Site visits), are solely the responsibility of the Bidder.

2.14 Proposal Validity

To enable HRCE to complete its approval processes, Proposals submitted **must** remain valid for a period of not less than one hundred eighty (180) days.

2.15 Post Bid Addenda

A Post Bid Addenda maybe issued after the closing of the competition, if there is a change to the scope of work identified in the Tender/RFP package. The post bid addenda will form part of the contract.

2.16 Bidder Debriefing

HRCE will, at its discretion, arrange a debriefing for the purpose of informing a Bidder why its Proposal was not selected. Debriefings will be restricted to the Bidder's submission and not the process in general.

Debriefings should be requested within thirty (30) calendar days of notice of RFP award.

2.17 Best and Final Offer

HRCE reserves the right, in its sole discretion, to request short-listed Bidders to enter into a "best and final offer" process. If employed, this process will be conducted under the following terms:

- a) Bidders will be selected from the short-list process to prepare a "best and final offer";
- b) each Bidder will be provided a two (2) week period to confirm assumptions under which their Proposals were developed (i.e., conduct reasonable further due diligence), prepare revisions to their Proposals, and provide more specific and detailed Proposals on particular subjects and topics as may be identified by HRCE;
- c) during this two (2) week period, the Bidders will be requested to develop a work plan, in addition to that work done in Proposal preparation. Bidders may work with HRCE on a real problem (e.g., developing the transition plan to the Bidder's provision of the services). This will provide HRCE another opportunity to test the skills and management fit of the Bidder;
- d) following Bidder presentations of final Proposals, the evaluation and selection of the preferred

Bidder will be made. Any modifications to approaches, prices or commitments contained in the original Proposals on the short-list presentations **must** be clearly identified and justified on the basis of new or additional information secured during this process; and

e) final determination and award to the preferred Vendor shall be at HRCE's sole discretion notwithstanding the "best and final offer" process.

3.0 Evaluation Criteria

3.1 Evaluation of Proposals

The evaluation of the proposals will be carried out through a **two-file submission method**. The below table describes the weightage given for each criterion.

Upon receipt of Proposals, the HRCE will screen each to ensure the Bidder's compliance with the requirements of this RFP. HRCE shall be at liberty to exercise its discretion as set forth in Section 5.0 below. After a Proposal has passed the initial screening, the HRCE will analyse the detailed specifications of the Proposal.

The HRCE proposes to use specific evaluation criteria to rate various requirements for evaluation purposes. Unless otherwise specified in the Program Requirements, such a rating will be confidential, and no totals or scores of such a rating will be released to any Bidder. At a minimum, the selection (if any) of Proposals will be based on the following criteria (not necessary equally weighted):

HRCE reserves the right to seek clarification on any Proposal submitted by a Bidder to assist in making its evaluation, without notifying any other Bidder of such.

The opening of Proposals will be closed to the public.

The HRCE reserves the right to award this RFP to an **entire group of schools** or **individual schools** as is in the best interest of the RCE and communities in which the schools are located.

Proponents are invited to submit a proposal for all schools listed in Appendix F – HRCE School Specific Information and Schedule A – Price Form.

Proponents may submit proposals for the HRCE School Groupings and/or Individual Schools.

It is encouraged to submit pricing for all schools listed with a Grouping.

Proponents are reminded to clearly identify which HRCE School Grouping(s) and/or Individual School(s) their proposal is being submitted for.

3.2 Proposal Format

The proposal document should be comprised of the sections below, presented in the order listed:

- Title Page: This should clearly identify the proponent's name, postal address, telephone number, and email address; as well as the project title as shown on page 1 of this specifications document and Tender.

- Table of Contents
- Body of proposal – This should include the proponent’s Financial and Technical responses, according to Appendix D – Program Requirements
- Appendices – These should include any response forms included in the RFP and any additional information, brochures, etc. that support the proposed services.

Submissions will be accepted by email only.
 Submissions sent by courier, fax, or courier will not be accepted.

3.3 Evaluation Criteria

Mandatory Criteria	Weight
Financial Submission	30 points
Technical Submission	100 points
<i>Company background and experience</i>	<i>10 points</i>
<i>Food Service Delivery</i>	<i>30 points</i>
<i>Equipment</i>	<i>10 points</i>
<i>Adherence to Approved School Food Menus, and Nutrition Policy and Food and Beverages Standards</i>	<i>20 points</i>
<i>Supporting Local</i>	<i>15 points</i>
<i>Reporting</i>	<i>5 points</i>
<i>Staffing and Supervision</i>	<i>10 points</i>
Mandatory Criteria Total	130 points

3.3.1 Evaluation Criteria – Financial Submission

Proponents are advised that the maximum cost per meal (excluding beverage) reimbursed to the Successful Proponent is set at **\$6.50**. Submission of proposals with per meal costs below this threshold is encouraged, as it will be considered as part of the evaluation criteria.

This rate covers all food services as specified in Appendix D Program Requirements - Section 3. Service Scope

Proponents are required to submit a financial proposal with a detailed cost breakdown to provide supporting justification for the per meal cost proposed.

Payment to the Successful Proponent will be based on the number of meals provided, multiplied by the approved cost per meal rate.

Pricing is worth 30 points of the total score of 130 points.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that proponent’s price for that category into the lowest bid price in that category.

For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category (120/120 = 100%).

A proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
----- X Total available points = Score for second-lowest rate
Second-lowest rate

Lowest rate
----- X Total available points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

Cost per meal

The Proponent must provide details of the plan to provide services based on a cost per meal breakdown.

Total all-inclusive cost per student/per meal (excluding beverages) is to include all costs to deliver the school lunch program including but not limited to:

- Labour Cost
- Raw Food Cost
- Food preparation cost
- Food Distribution Cost to school locations (Fuel, Vehicles, labour, and Handling).
- Food Safe Storage Containers/Packaging

Cost Input	% of Per meal Cost	Total Cost
Labour Cost		
Food Preparation Cost		
Food Costs (Raw food costs, exclude beverages)		
Distribution Costs (Packaging, fuel, delivery, handing)		
Other (Please itemize)		
Total		

3.3.2 Evaluation Criteria – Technical Submission

A) Company background and experience (10% of technical score)

- Provide a listing of food production locations that will be used to provide lunch to Nova Scotia Schools.
- Provide a brief history of your company, including number of years in business providing institutional off site food service delivery.
- Provide a statement of your organization's qualifications that will enable you to be successful in the provision of the school lunch program.

B) Lunch Services, Production, Delivery & Distribution (30% of technical score)

- Describe your distribution strategy.
Meals must be distributed and served in a visually appealing manner to schools within two (2) hours of meal preparation maintaining 60 degrees Celsius or above for hot and/or at 4 degrees Celsius or below for cold as per provided lunch shift schedules.
- Describe how you will ensure service levels for remote locations.
Remote locations must also receive meals in a visually appealing manner within two (2) hours of meal preparation maintaining 60 degrees Celsius or above for hot and/or at 4 degrees Celsius or below for cold as per provided lunch shift schedules).
- Describe your communications plan.
Outline the communication process that will be used in the delivery of meals to designated delivery locations on school premises, ensuring that that these deliveries are coordinated with and received by designated school staff.
- Please provide an overview of your production locations, technology, equipment, and transportation resources for efficient and timely delivery of meals to each school.
- Describe how you will mitigate risks to meal delivery in the event of severe weather, labour disruptions, or other events beyond your control.
- Describe how your delivery models incorporate environmental and social sustainability in the provision of food services. Provide a brief description of your company's overall policy/philosophy regarding environmental sustainability, for example buy local, strategies to reduce GHG/ carbon emissions, sustainability measures or any sustainability certifications related to farming and production etc. Please state your approach to ensuring that meal packaging prioritizes reusable, recyclable, or compostable materials, and reduces single-use plastics. Single use packaging is to be sustainable and comply with the Canadian policy for single use plastics and any federal or provincial standards and integrates eco-friendly alternatives where feasible.
- Describe your approach to minimizing food waste and practices in preparing and delivering meals sustainably.
- Please describe your approach to ensuring that your organization is able to scale to meet fluctuations in meal volume demands (We anticipate a 50-80% uptake rate)

C) Equipment (10% of technical score)

- Equipment to support food service may be required to be provided by the school, RCE/CSAP or the successful proponent. The Successful Proponent is responsible for confirming the required equipment per school in order to support offsite delivery, on site distribution of food and efficient delivery of meals, which may include portable refrigeration units, insulated thermal carriers, and temperature-controlled delivery vehicles.
- Further, the vendor will provide serving utensils, airtight containers, and other items required for meal packaging, delivery, and consumption.
- In instances where a school may have multiple lunch shifts, the Successful Proponent may be required to supply equipment such as hot holding cabinets to ensure meals remain at a food safe temperature prior to meal distribution.
- Should on site equipment to support receiving, and provision of food be provided as part of the contract, please identify the quantity and type of equipment provided, any utility connections required and your strategy for the maintenance and appropriate utilization of said equipment to ensure optimal functionality and support the seamless delivery of off-site meal services.
- In addition, equipment for printing labels (i.e. label printer) will be required to clearly label each student's meal with their name.
- Additional equipment requirements will be identified collaboratively with each school. The Proponent's proposal should include a detailed plan for managing the supply, maintenance, and servicing of all equipment.

D) Adherence to School Food and Nutrition Policy, as well as Food and Beverages Standards (20% of technical score)

Ensuring the provision of healthy and nutritious student meals is essential to the Provincial school lunch program. Successful Proponent(s) must adhere strictly to the School Food and Nutrition Policy and the School Food and Beverages Standards – including any updates to the policy and standards – to maintain the nutritional quality of the meals and promote the health, well-being, and academic success of students.

- Please indicate your approach to ensuring the continued compliance with these policies and standards, as well as any quality assurance strategies you will employ to ensure the nutritional value and variety of the meals provided.

E) Supporting Local (15% of technical score)

The Province of Nova Scotia is dedicated to fostering local economic growth and supporting regional businesses.

- Please detail your strategy for prioritizing local suppliers and businesses in sourcing ingredients and other food-related supplies in the performance of this RFP.

F) Reporting (5% of technical score)

Please describe your ability to meet the reporting requirements as outlined in Appendix D – Program Requirements, including your ability to capture, collect, and manage all data requirements.

G) Proponent Workforce (10% of technical score)

- Indicate the number of personnel proposed to support the operation being bid upon.
- Provide an organizational chart, including position/title and whether full-time or part-time and how many local staff are employed.
- Provide an overview of the training given to staff on health and safety, food preparation, with specific emphasis on customer service, sanitation, and safe food handling.
- Safe Food Handlers Certification required for all Food Service Workers, with certificates to be posted in workspace.
- Provide an overview on your companies' efforts to promote Equity, Inclusion, Diversity and Accessibility.

4.0 THE CONTRACT

4.1 Binding Effect of Proposal and Contract Finalization

The Bidder hereby acknowledges that its Proposal constitutes a contract with HRCE, and the terms and conditions of this RFP and the Proposal (with the RFP taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) written notice from HRCE that the Bidder's Proposal is rejected as unsatisfactory; or
- b) issuance by HRCE of its PO to the Bidder with respect to this RFP, pursuant to Section 4.2(a), and upon such issuance, the Bidder shall be regarded as the Vendor hereunder; or
- c) execution of the Contract by both HRCE and the Bidder pursuant to Section 4.2(d); or
- d) written notice from HRCE that it has entered a Contract with a Vendor, and that the Bidder has been unsuccessful under this RFP.

4.2 Right to Negotiate

HRCE may, in its sole discretion:

- a) Through the issuance by HRCE of its contract to the Bidder or Bidders, award to a Bidder or Bidders the Contract, based on its Proposal, without further negotiation or documentation; or
- b) Invite selected proponents for Negotiations if the proposals received does not meet the complete RFP requirement and deliverables; or
- c) Enter into Negotiations with selected proponents to ensure all identified requirements

and deliverables of this RFP are met; or

- d) Award to a Bidder or Bidders the right to negotiate and finalize such further documentation as HRCE determines to be necessary or advisable. The entering into of such negotiation by HRCE shall not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise under Section 5.0.

4.3 Contract Documents

4.3.1 The attached SAMPLE form of contract (Appendix A) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this RFP. It is not to be executed and returned by the bidder as part of its (proposal or Tender response).

4.3.2 The Contract the Vendor will have with the HRCE, if awarded, will include:

- a) such further documentation as may be negotiated and executed by the HRCE and the Vendor pursuant to Section 4.2(d); and
- b) this RFP and all of its Schedules, including without limitation any revisions, amendments or additional documents issued by the HRCE, if any; and
- c) the Proposal, in its entirety and all promises made in the Proposal will be deemed covenants in the Contract and all information, representations and warranties made in the Proposal will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRCE of any additional or formal documents prepared by the HRCE.

For the purposes of evaluation and interpretation of Proposals, in the case of conflicts, discrepancies, errors or omissions between this RFP and any documentation issued or executed pursuant to Section 4.1, and the Proposal, this RFP and such documentation shall take precedence over the Proposal.

4.4 Term of the Contract

Unless otherwise specified in any subsequent documentation, the length of the Contract will be for a one (1) year period, with School Lunch Service commencing on approximately **October 1, 2024**; the initial term will be effective until **June 30, 2025** with the option to renew for four (4) more one (1) year contract extensions, exercisable by HRCE in writing, in its discretion (the "**Term**"). Pricing shall remain firm for the duration of the initial term and any increases to pricing thereafter must be disclosed and mutually agreed upon with the HRCE before taking effect.

This contract may be awarded in whole or in part to one or more service providers at the sole discretion of the HRCE for a one (1) year term with the option to renew for four (4) additional school years (September to June).

The HRCE will notify the Supplier in writing 90 days prior to the expiry of each term for an overall potential maximum term of five (5) years in total.

Price adjustments for extension years may be considered at the end of each term prior to the time of extension. This amendment will be formalized and signed through a contract amendment.

4.5 Governing Law

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of

laws rules that may apply therein. Bidder hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

5.0 HRCE DISCRETION

The Bidder hereby acknowledges that:

- a) HRCE shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRCE in its sole, unrestricted discretion, deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and 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
 - ii) accept a Proposal that is not the lowest price; or
 - iii) reject a Proposal that is the lowest price even if it is the only Proposal received.

- b) 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 Bidder provides services to others;
 - iv) the experience and qualification of the Bidder;
 - v) the compliance of the Bidder to 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 Bidder;
 - viii) rejecting Bidder's recommendation of an appraiser, Subcontractor or any other third party associated with the Proposal and jointly along with the Bidder, determine alternate acceptable third parties;
 - ix) the Bidder's Innovative Proposal, if any; and
 - x) any other consideration in HRCE's discretion;

- c) HRCE may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Proposal, the Bidder acknowledges the HRCE's rights under this Section and absolutely waives any right or cause of action against HRCE and its employees, agents, or Trustees by reason of HRCE's failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and

- d) HRCE shall not at any time have any obligation to deal exclusively with the Bidder. HRCE expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject

matter hereof, from any person whomsoever and at any time.

- e) HRCE reserves the right to award the contract to one or more service providers who submit proposals for this competition.

6.0 LIMITATION OF LIABILITY

Bidder, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRCE whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

7.0 DISPUTE RESOLUTION

Should any disputes arise, both the Successful Proponent and the School shall first attempt to resolve the issue through good faith negotiations, aiming for a fair and satisfactory outcome for all involved.

If a resolution is not achieved within 60 days of initiating negotiations, either party may request that the dispute be settled through binding arbitration. This process will follow the National Arbitration Rules of the ADR Institute of Canada, Inc

8.0 LEGAL COMPLIANCE

The Successful Proponent is required to comply with all applicable laws, regulations, and standards governing the operation of food services within the Province of Nova Scotia. This includes, but is not limited to, adherence to health and safety standards, employment laws, and environmental regulations.

9.0 BID REJECTION

The HRCE shall not accept any bids to this RFP from any Proponent that has existing or pending litigation proceedings against the HRCE, its employees, or agents or from any other Contractor that has an ongoing dispute regarding a past or existing contract, bid or RFP with the HRCE, its employees or agents.

10.0 BILLING/PAYMENT INFORMATION

The following payment terms will apply:

- Bi-Weekly Payments: The vendor will be paid bi-weekly upon invoice submission.
- Invoices must detail the services provided and be submitted electronically to accountspayable@hrce.ca or portal (where applicable).
- EFT Payments will be processed in a timely manner, upon receipt.

11.0 PARTICIPATION OF ELIGIBLE REGIONAL CENTRES OF EDUCATION

By submitting a proposal in response to this RFP, a proponent irrevocably undertakes and agrees that if successful, and following execution of an agreement with the Halifax Regional Centre for Education (HRCE), it will make the specified goods and/or services available, on the same terms and conditions as those agreed to with the HRCE, to any Regional Centre for Education (RCE) that is eligible to participate in this procurement process, upon request by the RCE entity seeking access to those goods and/or services, provided however, that the proponent's obligation to allow participation by other RCE's does not extend to circumstances in which the proponent would have to make capital or operational expenditures in order to accommodate subsequent requests for goods or services by public sector entities.

The proponent may only provide the goods and services specified under this RFP to additional RCE's by entering into a separate contract with the new RCE ("Subsequent Contract"). The proponent acknowledges and agrees that the HRCE will not be a party to any Subsequent Contract, nor will the HRCE be liable in any respect for any obligation under, or act or omission by a party to, a Subsequent Contract.

The proponent acknowledges and agrees that notwithstanding any enactment or other obligation the HRCE may disclose the proponent's proposal, and any agreement between the proponent and the HRCE, to any RCE eligible to participate in this procurement process, and the HRCE is not liable for any loss or damage to any person arising from or otherwise in relation to such disclosure.

For the purposes of this section, an RCE means a Regional Centre for Education comprising of the following Nova Scotia education entities:

Annapolis Valley Regional Centre for Education
Cape Breton-Victoria Regional Centre for Education
Chignecto-Central Regional Centre for Education
Conseil Scolaire Acadien Provincial (CSAP)
South Shore Regional Centre for Education
Tri-County Regional Centre for Education
Halifax Regional Centre for Education
Strait Regional Centre for Education

12.0 RISK MANAGEMENT AND SAFETY

A. INDEMNIFICATION AND INSURANCE

1. Indemnity and Waiver:

Vendor shall be liable to HRCE for and shall indemnify and save harmless HRCE from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRCE that arise out of, result from, are based upon or are in any way connected with this Contract, including without limitation:

- (a) those resulting from any act or omission on the part of Vendor or its employees, agents and subcontractors;
- (b) those resulting from any action, suit or proceeding brought by any third party;
- (c) those brought in respect of personal injury (including injury resulting in death) or damage or destruction of tangible or intangible property, including HRCE's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Vendor, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in this Contract or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Contract;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right, including breach of obligations of confidentiality; and
- (i) any other claims, expenses, costs, and losses suffered, incurred or sustained by HRCE.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done

or not done in connection with this Contract and by whomsoever made, regardless of whether it was caused by the negligence of Vendor or otherwise. Vendor shall make no claim or demand against HRCE for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Vendor or any other person which arises out of, or is connected, with this Contract or anything done or not done as required hereunder, or any other errors or omissions of Vendor, and hereby waives as against HRCE all such claims and demands.

The foregoing indemnity and waiver given by Vendor shall not apply to the extent of HRCE's own negligence. The onus of establishing that HRCE was negligent shall be upon Vendor. HRCE shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings, specifications, supplies, equipment, procedures or services of Vendor.

For the purposes of this Section, any reference to "HRCE" shall include HRCE, together with the employees, directors, officers, regional executive directors, trustees, representatives and agents of HRCE; and any reference to "Vendor" shall include Vendor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

For the purposes of this Section, any reference to "HRCE" shall include HRCE, together with the employees, directors, officers, regional executive directors, trustees, representatives and agents of HRCE; and any reference to "Vendor" shall include Vendor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

2. Insurance:

- 2.1** Each proponent must be able to provide proof annually that they will be covered by Commercial General Liability Insurance.
- 2.2** 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 \$2,000,000 for each occurrence. The "Halifax Regional Centre for Education" 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:
 - 2.2.1** Personal Injury
 - 2.2.2** Occurrence Property Damage
 - 2.2.3** Broad Form Property Damage
 - 2.2.4** Property Damage - each occurrence
 - 2.2.5** Public Liability each occurrence - one or more persons
 - 2.2.6** Motor Vehicle Liability
- 2.3** 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.
- 2.4** The food service provider will not change their insurance carrier without thirty (30) days prior written notice to the HRCE.

B. COMPLIANCE WITH LEGISLATION AND REGULATIONS

1. Compliance

Vendor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Vendor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Vendor to provide its goods and services and otherwise perform its obligations under the Contract.

2. Labour Code

Vendor shall comply with all applicable provisions of the *Labour Code* (Nova Scotia) and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

3. Workers' Compensation Legislation

Vendor shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

- (a) if any employees perform or assist in the performance of this Contract, the Vendor shall submit, at any time requested by the HRCE, a letter from the Workers' Compensation Board (Nova Scotia) stating that Vendor has an account in good standing with the Worker's Compensation Board.
- (b) the Vendor will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Contract; and
- (c) the Vendor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRCE under the Contract.

4. Canada Safety Council and Associated Standards

All electrical, electronic and gas-fired equipment MUST bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals MUST also be obtained. It shall be the responsibility of the service provider to obtain all applicable approvals, at its own expense.

5. Nova Scotia Occupational Health and Safety Legislation

Vendor shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and its amendments thereto.

C. SAFETY REQUIREMENTS

1. Safety Responsibility

Vendor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRCE's operations. Vendor shall provide to its agents, employees and subcontractors, at its own expense, any and all safety gear required to protect against injuries during the performance of the services

and shall ensure that its agents, employees and subcontractors are knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in HRCE's safety standards provided to Vendor from time to time.

2. Site Protection and Safety

The Vendor shall protect the HRCE's property, staff and students, the Vendor's staff and the public, from damage or injury by providing adequate precautions to make the school site a safe environment at all times.

D. VENDOR EVALUATION

1. Audit

The HRCE reserves the right to audit Vendors and their subcontractor's health and safety performances during the term of the Contract and upon its conclusion.

2. Evaluation

The HRCE reserves the right to evaluate the performance of the Vendor and such evaluation will be based upon accident/injury data and adherence to Appendix D – Program Requirement, the HRCE health and safety policies, applicable legislation, and periodic inspections and reports from HRCE employees. Information collected as part of such evaluations may be used for future reference.

E. HRCE REMEDIES FOR VENDOR NON-COMPLIANCE

1. Emergency Work Stoppage

The HRCE has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The Vendor hereby agrees that no claim for loss of time or materials may be made with respect to such stoppage unless the claim for the time and materials and their value are certified in writing by the HRCE as allowable.

2. Termination for Non-Compliance

HRCE may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Vendor or any subcontractor of the Vendor, as constituting a material breach of this Contract. In addition, the HRCE reserves the right to stop the work of the Vendor in the event of Vendor's non-compliance with applicable legislation or good industry practice. Such work stoppages shall not postpone any agreed to completion dates and any additional cost resulting from such work stoppages shall be borne by the Vendor. Work shall not resume until the Vendor rectifies the reason for non-compliance, to HRCE's satisfaction.

3. Non-Exclusive Remedies

Vendor acknowledges and agrees that the foregoing remedies available to HRCE are non-exclusive to, and may be exercised in conjunction with, any other rights or remedies available to HRCE, under the Contract, at law or in equity, in the event of threatened or actual breach of this Contract, including injunctive relief.

**APPENDIX A – SAMPLE FORM OF CONTRACT
DO NOT COMPLETE**

(DO NOT RETURN WITH YOUR PROPOSAL)

THIS AGREEMENT made effective this nnth day of mmm, yyyy

(Ref: REQUEST FOR PROPOSALS nnnnnn, RFP# xxxx
for XXXX)

BETWEEN:

[Name of RCE/CSAP]
("XXXX ")

OF THE FIRST PART

- and -

NAME OF SUPPLIER
(the "Supplier")

OF THE SECOND PART

WHEREAS the XXXX issued the above referenced Request for Proposals dated mmm dd, 20yy, (the "RFP"), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to the XXXX dated mmm dd, 20yy, (the "Proposal") in response to the RFP;

AND WHEREAS XXXX has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Supplier and XXXX covenant and agree as follows:

1.0 SERVICES AND TERM

- 1.1 The Supplier agrees to provide and deliver the services and perform the work (collectively the “Services”) described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the nnth day of mmm, yyyy, and expiring on the nnth day of mmm, yyyy (the “Initial Term”). XXXX shall have the option to renew this Agreement for [nnnn (#)] consecutive one (1) year renewal periods (each a “Renewal Term”) prior to the expiry of the Initial Term or the expiry of the first Renewal Term.
- 1.2 The Supplier shall provide the Services and discharge its duties to XXXX hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to XXXX under this Agreement.
- 1.3 The Services shall be delivered on time and in accordance with the delivery schedule agreed to by XXXX and conform in all respects with the Program Requirements set out in Schedule “A”.
- 1.4 If XXXX, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Initial Term or Renewal Term. Nothing in this Article 1.4 shall constitute or be deemed to constitute any assurance or representation by XXXX to the Supplier that this Agreement will be renewed.

2.0 PRICE AND PAYMENT

- 2.1 The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed [Rate] per meal supplied (exclusive of applicable taxes) without the prior written authorization of XXXX. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount (“Excess Services”) unless XXXX has given prior written authorization to the Supplier to undertake the performance of any Excess Services.
- 2.2 XXXX shall, subject to the terms and conditions of this Agreement, pay the Supplier for the Services in accordance with Schedule B.

- 2.3 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by XXXX from time to time for inclusion therein. Subject to verification by XXXX, invoices will be paid thirty (30) days following receipt.
- 2.4 If Schedule B provides that XXXX will retain a holdback on payments to the Supplier, payment of such holdback shall be made by XXXX in accordance with and subject to the terms and conditions set out in Schedule B.
- 2.5 No payment by XXXX to the Supplier hereunder shall be or construed to be an acceptance or approval by XXXX of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.

3.0 TERMINATION OF AGREEMENT

- 3.1 XXXX shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an “Event of Default:
 - a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of XXXX within five (5) days after written notice from XXXX to remedy the breach or failure;
 - b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - c) Any statement, representation or warranty made by the Supplier in its Proposal or in this Agreement is untrue or incorrect at the time it was made.
- 3.2 If this Agreement is terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse XXXX for all loss, costs and damages incurred by XXXX as a result of or arising from the Event of Default, including any costs incurred by XXXX to correct any defects or deficiencies in any of the Services, and any costs incurred by XXXX to procure the Services or any part thereof from another provider.
- 3.3 XXXX may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Initial Term or Renewal Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily

performed up to the date of termination, and where applicable, to the payment of any holdback which XXXX is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of XXXX's obligations to the Supplier under this Agreement. In the event this Agreement is terminated by XXXX pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

- 3.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services, and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Liability and Indemnity) and Article 15 (Accounts and Audit).

4.0 CONFIDENTIALITY

- 4.1 The Supplier acknowledges and confirms that all information provided to it by XXXX hereunder, or to which the Supplier has access as a result of providing the Services to XXXX is confidential information ("Confidential Information"). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Initial Term or Renewal Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of XXXX, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.
- 4.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of XXXX's Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify XXXX in writing upon becoming aware of a breach of either the Supplier's security standards and procedures or XXXX's security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.
- 4.3 The Supplier acknowledges and agrees that XXXX may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the Freedom of Information and Protection of Privacy Act (Nova Scotia).

5.0 MATERIAL RIGHTS

- 5.1 All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the “Materials”) are the exclusive property of XXXX. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of XXXX, are hereby irrevocably assigned by the Supplier to XXXX and the Supplier herewith waives all moral rights in those Materials.
- 5.2 All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of XXXX and are subject to the provisions of Article 4 of this Agreement.
- 5.3 XXXX reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.
- 5.4 The Supplier shall ensure that XXXX has all licences that are needed for any software that XXXX will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.
- 5.5 The Supplier hereby grants to XXXX a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to XXXX under this Agreement.

6.0 INDEPENDENT CONTRACTOR

- 6.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by XXXX hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of XXXX. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind XXXX, or to commit XXXX to the payment of money to any third party.

7.0 COMPLIANCE WITH LAWS

- 7.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to XXXX. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the

Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.

- 7.2 Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by XXXX, shall be or deemed to be approval or authorization by XXXX to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.
- 7.3 The Supplier shall promptly provide to XXXX, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services, including without limitation, the Workers' Compensation Act (Nova Scotia) and the Occupational Health and Safety Act (Nova Scotia).

8.0 LIABILITY AND INDEMNITY

- 8.1 The Supplier shall indemnify and hold harmless XXXX, its employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Supplier shall not be liable for any indirect or consequential damages sustained by XXXX unless such damages result from the negligence or wilful default of the Supplier, its servants, agents or subcontractors.
- 8.2 XXXX shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of XXXX. In no event shall XXXX be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.

9.0 RESOURCES

- 9.1 In the event that the Supplier requires access to equipment or space of XXXX in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of XXXX

relating to any buildings, premises, equipment or software to which the Supplier is given access.

- 9.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of XXXX. If XXXX, in its sole discretion, considers a proposed substitute to be acceptable, XXXX may consent to the substitution, provided however that such consent may be subject to such terms and conditions as XXXX designates in writing to the Supplier. Notwithstanding the foregoing, XXXX shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to XXXX, any Supplier personnel or subcontractor involved in providing the Services whom XXXX determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10.0 FORCE MAJEURE

- 10.1 The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.
- 10.2 Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to XXXX, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.
- 10.3 Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, XXXX may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by XXXX pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of XXXX's obligations to the Supplier hereunder.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 The Supplier represents and warrants to XXXX, with the intention and knowledge that XXXX is relying on each such representation and warranty in entering into this Agreement, that:

- a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to XXXX under this Agreement or in connection with the Services to be provided hereunder are true and correct;
- b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to XXXX under this Agreement;
- c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
- d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;
- e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
- f) The Supplier can perform the Services, and XXXX shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to XXXX hereunder.

12.0 CONFLICT OF INTEREST

12.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to XXXX under this Agreement and its obligations to any third party. The Supplier shall immediately notify XXXX in writing if any such potential or actual conflict of interest should arise at any time during the Initial Term or Renewal Term.

13.0 ASSIGNMENT AND SUBCONTRACTING

13.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder or subcontract the performance of any of the Services without the

prior written consent of XXXX, which consent may be withheld by XXXX in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

- 13.2 XXXX's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by XXXX, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

14.0 ACCOUNTS AND AUDIT

- 14.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to XXXX for review or audit within ten (10) days following receipt of a request from XXXX to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by XXXX for a period of three (3) years after the date of final payment by XXXX hereunder. Any review or audit by XXXX pursuant to this Article 15.1 shall be carried out by XXXX at XXXX's expense.

15.0 NOTICES

- 15.1 Any notice to be given under this Agreement by XXXX or the Supplier shall be in writing and transmitted by e-mail, to the other party at the address and to the attention of the contact individual indicated below:

To XXXX:

To the Supplier:

c/o Contract Administrator

[address/email]

A notice shall be deemed to be duly given and received upon delivery, upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

16.0 AGREEMENT AND AMENDMENTS

16.1 This Agreement constitutes the entire agreement and understanding between the Supplier and XXXX with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of XXXX and the Supplier.

16.2 The following documents form part of this Agreement:

- a) These Articles of Agreement; and
- b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

- a) These Articles of Agreement; and amendments hereto;
- b) Schedule A.1
- c) Schedule A.2
- d) Schedule B

17.0 WAIVER

17.1 No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by XXXX unless such waiver is in writing and signed by XXXX. The waiver by XXXX of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

18.0 REMEDIES CUMULATIVE

18.1 The rights and remedies of XXXX set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies available to XXXX at law or in equity.

19.0 DISPUTES

19.1 If a dispute arises between XXXX and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, XXXX and the Supplier agree that

they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent XXXX from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

20.0 ENUREMENT

21.1 This Agreement shall enure to the benefit of and be binding on XXXX and on the successors and permitted assigns of the Supplier.

21.0 GENERAL

21.1 XXXX Representative All references in this Agreement to XXXX, include any person duly authorized to act on behalf of XXXX hereunder

21.2 Headings and Interpretation The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms “herein,” “hereof,” “hereunder” and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.

21.3 Time of the Essence Time shall be of the essence in this Agreement.

21.4 Currency: All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.

21.5 Partial Invalidity: If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

21.6 Counterparts: This Agreement may be signed by XXXX and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes.

21.7 Further Assurances: The Supplier and XXXX agree to execute and deliver all such further documents and instruments and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

21.8 RFP References: All references in this Agreement to “RFP” mean and include any amendments that were made thereto by XXXX.

21.9 Words in the Singular: Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

22.0 GOVERNING LAW

22.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF XXXX and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT _____, _____
City Province

_____ day of _____, _____
Day Month Year

NAME OF SUPPLIER

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT _____, _____
City Province

_____ day of _____, _____
Day Month Year

XXXXXX

Witness Signature

For the XXXXX

SCHEDULE A

This Schedule A incorporates by reference the documents referred to under each of Schedule A.1 and Schedule A.2:, below:

Schedule A.1 Request for Proposals

RFP nnnnnn issued by XXXX on mmm dd, 20yy, which describes the Services and Program Requirements to be delivered by the Supplier to XXXX

Schedule A.2 Supplier's Proposal

The Supplier's Proposal dated mmm dd, 20yy

SCHEDULE B

This Schedule describes the payment terms for the Services:

Schedule B.1 Payment

The total amount payable under the Agreement is set out in Article 2.1, and shall be invoiced by the Supplier as follows:

A single invoice to be submitted upon completion of this Agreement.

Payment of Supplier invoices will be made by XXXX in accordance with the terms of Article 2 of the Agreement and this Schedule B.

APPENDIX B – PROPONENT INFORMATION FORM

PROPONENT INFORMATION FORM

<p>Please fill out the following form, naming one person to be the Proponent contact for the RFP process and for any clarifications or communication that might be necessary.</p>	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST / GST or NSRJST number):	

I/WE, the undersigned, having carefully examined the **RFP #4244 PROVINCIAL SCHOOL LUNCH PROGRAM - OFF SITE MEAL PREPARATION** documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the **RFP #4244 PROVINCIAL SCHOOL LUNCH PROGRAM - OFF SITE MEAL PREPARATION** documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent electronically and acceptance shall be deemed to have been made on the date of e-mailing of such notification.

I/We hereby agree to honour the same PROVINCIAL SCHOOL LUNCH PROGRAM - OFF SITE Meal Preparation rates for a period of 1 year.

Company Name

Authorized Signature

Date

Name of Authorized Signer
(please print clearly)

Position Title

The Proposal MUST follow the two-file submission method.

- 1. Technical submission should be a searchable PDF document, it must not include any price information.**
- 2. Price Submission should be a separate file.**

1.0 TECHNICAL SUBMISSION

Refer Section **3.0 Evaluation Criteria and Appendix D - Program Requirements** in the RFP Package to prepare the Technical Submission.

2.0 FINANCIAL SUBMISSION

Pricing Form - Refer the **HRCE School Groupings and Price form** – Excel Spread Sheet to provide the required price, downloadable from the HRCE Website's tender page.

Proponents may submit proposals for the HRCE School Groupings or Individual Schools. It is encouraged to submit pricing for all schools listed.

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not prohibited by any law applicable in Nova Scotia from performing this Contract. The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this RFP and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

SIGNATURE:

SIGNED AND SUBMITTED

in the presence of:

Witness

CONTRACTOR

Company name

Signature of Signing Officer

Name, Signing Officer (printed)

Title, Signing Officer (printed)

APPENDIX C – ACKNOWLEDGEMENT OF STUDENT SAFETY

Acknowledgement of Student Safety

HRCE is directly responsible for the safety of its students and staff. Should service providers be required to work in or on school property while children are present, it is a **mandatory HRCE requirement** that service providers assign the work to employees and/or sub-contractors who do not have a criminal record and who are not listed on the Child Abuse Registry. Failure to comply with this requirement may result in immediate contract termination.

The HRCE reserves the right to demand, at any time, during the full term of the project a Criminal Record Check and/or a Child Abuse Registry Check, on any personnel authorized by the Contractor to be on HRCE work/school sites.

By signing below, you are confirming that you understand and will abide by this mandatory HRCE requirement.

Company name

Witness

Signature of Signing Officer

Appendix D – Program Requirements

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1.0 INTRODUCTION

1.1 Purpose of this document

This document outlines program requirements and expectations for **Offsite Contracted Food Service Providers (the 'Proponent')** servicing Nova Scotia's school lunch program. Proponents interested in servicing the Nova Scotia school lunch program must comply with the operational requirements outlined in this document and ensure a collaborative and accountable environment that emphasizes quality, sustainability, and consistency across all aspects of the school lunch service.

2.0 SCHOOL LUNCH PROGRAM OVERVIEW

2.1 Service Objectives

The Nova Scotia Provincial lunch program aims to provide all students access to nutritious meals on school days, promoting an inclusive environment that boosts physical and mental wellbeing and student achievement. Successful Proponent(s) are expected to meet the program service objectives below:

- **Equitable Access:** Ensure every student in Nova Scotia's public schools has the opportunity to access healthy meals that consider individual needs and cultural backgrounds.
- **Nutritional:** All meals provided by the lunch program are healthy and nutritious.
- **Food Literacy:** Ensure that students are experientially learning about nutrition and sustainable food practices so that they can make better food choices and develop healthy eating habits. This includes using local food sources when possible.
- **Partnership:** Foster strong collaboration and partnerships among schools, local communities, government agencies, and food suppliers to ensure the program's success and sustainability. This includes using local food sources when possible.

2.2 Delivery Models

Across the Province, schools will implement one of three primary delivery models. The term "delivery model" refers to a school's approach to providing lunch to their students.

Note: The program requirements detailed herein are specific to the off-site contracted catering delivery model, which is the scope of services sought.

- **Off-Site Meal Preparation:** A food service/third party provider is hired by the school to prepare meals off-site and deliver those meals to the school daily. These meals can be prepared at a central kitchen or production facility.

3.0 SERVICE SCOPE

3.1 Services to be provided

The services to be provided by the Proponent include, but are not limited to, the following:

- Prepare and serve lunch meals to the student population in accordance with Sections 4.2 and 4.3 at an off-site location.
- Deliver and/or distribute meals to the designated drop-off location on the school campus, which may be a cafeteria, separate site(s), or directly to classrooms and/or students, depending on the school's preference (refer Appendix F).
- Ensure meals are individually packaged, labeled, and provide utensils where requested.
- Ensure all packaged meals are labeled according to Food Safety Requirements. This includes name of student, school, class (if relevant), date of preparation, and any allergy/dietary notes.
- Arrange for sufficient and appropriate supplies and equipment for transportation and delivery.
- If requested by the school, provide hot holding equipment.
- Manage food suppliers and purchase all food and supplies, maintain adequate inventories, and process foods using established recipes and precise food preparation controls.
- Supply necessary equipment to ensure the safe and efficient delivery of meals, which may include portable refrigeration units, insulated thermal carriers, and temperature-controlled delivery vehicles. In instances where a school may have multiple lunch shifts, the Successful Proponent may be required to supply equipment such as hot holding cabinets to ensure meals remain at a food safe temperature prior to meal distribution. In addition, equipment for printing labels (i.e. label printer) will be required. Further, the vendor will provide serving utensils, airtight containers, and other items required for meal packaging, delivery, and consumption.

3.2 School location and student population to be served

The Nova Scotia School Lunch Program will be implemented in a phased approach, beginning with pre-primary and elementary students in the 2024/2025 school year. As the program expands, additional students including middle and high school students will be included.

If a school is identified in Appendix F as eligible for the program all students that attend the school are eligible regardless of grade level.

- The Proponent must demonstrate ability to meet the meal volume demands of an **80%** participation rate to ensure that any increases in participation can be serviced.
- Please refer to Appendix F for a list of eligible schools, student population, their addresses, whether the school includes an off-site location (where the location is and how many students this encompasses), whether the school has a modular set-up, which schools without cafeterias require meal distribution to locations in classroom, and what the school lunch periods are.

3.2.1 Pre-Primary students in a separate location

Certain schools with pre-primary students might have these students attend classes at a separate site from the primary school campus. Proponents submitting bids for schools that have separate pre-primary sites must also provide meal services to those other school sites as well.

Proponents are asked to ensure their submission includes delivery and distribution of meals to all additional school sites.

4.0 SERVICE REQUIREMENTS

4.1 Food Safety and Sanitation

To ensure the safety and well-being of all students and staff participating in the Nova Scotia School Lunch Program, the Successful Proponent must hold a current Food Establishment Permit and strictly adhere to the Food Safety Regulations made under Section 105 of the Health Protection Act. This includes undergoing regular inspections by local health authorities to verify compliance with these regulations. The Successful Proponent is expected to facilitate these inspections by providing full access to their facilities, records, and operations. The Successful Proponent must promptly address any deficiencies identified during inspections to maintain the highest standards of food safety and sanitation.

- The Successful Proponent must ensure all personnel involved in food handling are trained according to the regulations. This training must cover proper food handling, personal hygiene, and specific practices to prevent contamination and ensure food safety.
- Additionally, it is recommended the Successful Proponent should consult with their local Public Health Officer to ensure their facility and food safety practises will be suitable to participate in the Provincial school lunch program.

4.2 Nutrition Requirements

- The Successful Proponent is required to strictly adhere to the “School Food Nutrition Policy: Food and Beverage Standards for Nova Scotia Public Schools”. This includes the appropriate balance of macronutrients, vitamins, and minerals, as well as limitations on fats, sugars, and sodium.
- Additionally, the Successful Proponent is expected to stay informed of and comply with any updates to the nutritional policies as they are amended over time.

4.3 Meal Requirements

The Successful Proponent must use a standard menu that may differ across each RCE. Please be aware that Successful Proponents are required to comply with any adjustments made to the menu strategy as we gain further insights into the program.

At program launch, the menu strategy will include the following elements:

- Each RCE will choose a 4-week rotating menu from a selection of 3-4 menus offered by the Province of Nova Scotia.
- Menu items will draw from a Provincial recipe bank that focus on providing balanced and nutritious meal options. Additionally, these recipes will be carefully crafted to include a

variety of fruits, vegetables, whole grains, and lean proteins in alignment with the guidelines set forth by Canada's Food Guide.

- The menus will be refreshed multiple times a year to align with seasonal changes.
- The menus will be designed to ensure efficient kitchen operations, promote local ingredients, reduce food waste, and provide optionality.
- The menus will also consider cost, seasonal and local ingredients, ingredient availability, and regional preferences.
- While the cost of ingredients will vary across menu items, the program is aiming for an average raw food cost below **\$2.25** per meal.
- Each menu provides two daily menu items for students.
- The meal will be a main entrée that may include a side, depending on the menu item. This does not include any appetizers, beverages, or desserts. Example program menu items and associated recipes can be found in Appendix D – Program Requirements, Section 4.15.

Sample Recipes - Recipe Cards Enclosed

Beef Tacos with a Side Salad
Picnic Plate, with Chicken Bites
Maple Apple French Toast Bake
Acadian Chicken Fricot with Tea Biscuit
Chickpea Curry with Rice and Green Beans

Note: The initial menu for each RCE will be announced in the summer months.

4.4 Purchase of Food Ingredients

Food is to be obtained from approved sources such as retail or wholesale operations.

- Food in dented, rusted and bulging cans are not to be used.
- Food from cans without labels shall not be used.
- Whenever possible, ingredients should be sourced locally to support community farmers and producers, reduce environmental impact, and ensure the freshness of food.
- Prioritize the sourcing of ingredients from ethically responsible suppliers to uphold fair labor practices, support sustainable agriculture, and promote animal welfare standards.

4.5 Meal Ordering Platform

A Provincial meal ordering platform will be implemented. All schools and vendors are required to manage and process meal orders exclusively through this system. This platform guarantees an equitable and non-stigmatizing ordering experience for students and families, as it supports a *pay-what-you-can* payment method and ensures that payment information remains confidential.

In addition, the Provincial meal ordering platform will facilitate standardized program monitoring and evaluation and financial reporting. The platform will be jointly administered by the Province and each RCE; vendors will receive access to the system through a vendor portal. Menus will be pre-loaded into

the system.

When utilizing the Provincial meal ordering platform, the Selected Vendor(s) must:

- Handle and fulfill all meal orders applicable to the school lunch program through the platform.
- Ensure that the food supply ordering process aligns with the 2-week Provincial ordering window as established in the program, while also guaranteeing the freshness of the food provisions. The ordering window is demonstrated in the image below:

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					*Ordering window 1 opens	
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			*Ordering window 1 closes			
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	Lunch window 1	Lunch window 1	Lunch window 1	Lunch window 1	Lunch window 1 *Ordering window 2 opens	
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	Lunch window 1	Lunch window 1	Lunch window 1 *Ordering window 2 closes	Lunch window 1	Lunch window 1	
SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	Lunch window 2	Lunch window 2	Lunch window 2	Lunch window 2	Lunch window 2	

- Ensure that relevant staff receive training to use the platform to obtain the number of meals and the specific types of meals ordered for each school day.
- Ensure that all data required for program monitoring and evaluation, is collected and captured on the platform.

4.6 Meal Services, Delivery & Distribution

The Proponent shall commit to delivering high-quality meal services that ensure student satisfaction and maximize participation. To achieve this, the Proponent's responsibilities include, but are not limited to, the following:

- Ensuring meals are delivered to schools and distributed to students within 2 hours of meal preparation, unless the meal can be stored in a fridge (at or below 4°C) or hot holding cabinet (at or above 60°C). The School will provide the Proponent with their lunch shift schedules.
- Ensure that all meals are visually appealing, nutritious, and delicious.
- If the Proponent only delivers meals to a designated drop-off place on school premises, the Proponent must ensure that these deliveries are coordinated with and witnessed by designated school staff.
- If the Proponent also handles meal distribution directly to classrooms or dining areas, the Proponent shall ensure that the delivery staff is made aware of the school layout and the specific classroom locations provided by the School to ensure timely delivery of meals.
- Arrange for sufficient and appropriate supplies and equipment for transportation and delivery.

- Ensure all packaged meals are labeled according to Food Safety Requirements. This includes name of student, school, class (if relevant), date of preparation, and any allergy/dietary notes.
- Serve all foods at proper temperatures and develop standards of time for food preparation prior to meal service such that the food should be ready to be served as close to serving time as possible.
- Provide accommodation to students with specific dietary requirements, allergies, or sensitivities.

4.7 Employees

Food service provider employees responsible for delivering and distributing meals must adhere to strict safety protocols to ensure the welfare of students.

- All personnel, including subcontractor personnel and any other individuals who will be on school premises or any property controlled by the School for the purpose of providing services, are required to undergo a Nova Scotia Child Abuse Register check and a criminal record check. The Successful Proponent must ensure that the results of these checks are satisfactory and communicated before the commencement of services. The School reserves the right to request additional information or confirmation regarding these checks at any time.
- The Successful Proponent shall supply a clearance letter from the Workers' Compensation Board of Nova Scotia ("the WCB") indicating that The Successful Proponent is assessed and in good standing. The Successful Proponent shall remain in good standing with the WCB for the duration of service provided.
- The Successful Proponent and its employees must abide by the Respectful Workplace Policy that promotes awareness, prevention, and the early resolution of complaints of offensive behavior.

4.8 Service Duration

The service duration shall cover the entire academic year, ensuring that meals are provided during all scheduled school days.

The Successful Proponent is required to accommodate designated lunch meal-times as agreed upon with the School administration.

The Successful Proponent must adhere to the school calendar, including adjustments for early dismissals, late starts, or any changes made during the school year.

4.9 Service Continuity

In the event of planned or unplanned school closures, the Successful Proponent shall coordinate with the school administration to adjust meal service plans, accordingly, ensuring that disruptions to meal service are minimized and communicated clearly to all parties involved.

The Successful Proponent is required to develop and maintain a comprehensive emergency plan that

includes procedures or alternative arrangements for maintaining meal services during power outages, equipment breakage and other disruptions.

4.10 License and Permit

The Successful Proponent is responsible for obtaining, at their own expense, all necessary licenses and permits required to operate and maintain the Food Service Facilities and provide the Food Services.

4.11 Sustainability Considerations

Preference will be given to Successful Proponents with commitment to promoting environmental sustainability in operating food services. This may include, but not limited to, following:

- Develop and implement effective waste management strategies.
- Procure locally sourced ingredients to reduce carbon emissions associated with transportation and to support the local economy.
- Utilize energy-efficient practices in food preparation and storage areas to decrease energy consumption and reduce the carbon footprint of the food service operations.
- Prioritize reusable utensils and dining equipment.
- Demonstrate a commitment to sustainable meal packaging practices in compliance with Canadian regulations regarding single-use plastics. Where feasible, packaging should prioritize compostable materials to minimize environmental impact.

4.12 Reporting

The meal ordering platform will collect essential data including the meal orders and student participation rates. To support program monitoring and evaluation, Successful Proponent(s) may be required to provide additional data and reports that include, but are not limited to the following areas:

- Incidents (if any) are reported on timely basis in accordance with OHS Policy.
- Copies of Inspection Reports of any governing authority provided are in compliance with orders.
- Program Requirements Reports.
- Invoices match pricing and quantity of lunches served.

4.13 Performance Management

To monitor the Successful Proponent performance and efficiency in delivering the Services, the performance indicators include, but are not limited to, the following:

Overall Meal Serving

- Number of meals ordered/served
- Number and % (from total meals served) of meals not consumed

Pay-what-you-can (PWYC) meals

- Number and percentage (from total meals served) of PWYC meals
- Number and percentage of PWYC meals over time (trend)
- Number and percentage (from total meals served) of meals with full listed price paid
- Number and percentage (from total meals served) meals with \$0 paid
- Number and percentage from total meals served) meals with average price paid

Service Delivery

- Timely delivery (early, on-time, late)
- Identify reasons for out-of-time delivery

Sustainability Consideration

- Percentage of packaging that is reusable, recycled, and/or recyclable
- Amount of food waste
- Percentage of locally sourced food based on the definition of local food established by the Nova Scotia Department of Agriculture.

Some of these performance indicators may be measured by the ordering platform.

As part of the monitoring and evaluation plan, the Successful Proponent may also be required to administer a survey to capture feedback on and satisfaction with the lunch program from students, parents, and school administrators. This survey will be developed by the Department of Education and Early Childhood Development (EECD) and may be provided to the Successful Proponent at the time of data collection to administer.

4.14 Privacy and Security Component

The Province of Nova Scotia is committed to safeguarding the privacy and security of all individuals' information under its care. Protecting data privacy and security is essential. To uphold this commitment, each RCE/CSAP seeks to engage a Successful Proponent(s) who shares the same dedication to protecting client data privacy and security. The Successful Proponent(s) must demonstrate expertise in data and privacy protection, the implementation of data security measures, and adherence to relevant legislation, regulations, and policies.

As a private entity offering comprehensive privacy and security measures in service delivery, the Successful Proponent(s) must comply with applicable privacy legislation and process information in accordance with the Province of Nova Scotia's requirements. This includes, but is not limited to, adherence to the Freedom of Information and Protection of Privacy Act (FOIPOP), the Personal Information International Disclosure Protection Act (PIIDPA), and other pertinent provincial and federal legislation and regulations.

4.15 Sample Recipes

Sample Recipes for the Provincial school lunch program are enclosed. These recipes are samples and are subject to change.

Sample Recipes - Recipe Cards Enclosed

Beef Tacos with a Side Salad

Picnic Plate, with Chicken Bites

Maple Apple French Toast Bake

Acadian Chicken Fricot with Tea Biscuit

Chickpea Curry with Rice and Green Beans

APPENDIX E – PROPONENT CHECK LIST

The following guidelines must be adhered to, and the listed documents must be enclosed with your proposal:

- Proposals to be submitted using the **Two-File Method**
File 1 will be the proponent’s Technical Submission
File 2 will be the proponent’s Price Submission
Both files can arrive in the same email.

The Technical Submission should be a **Searchable PDF that includes Appendix B, Appendix C**
The Price Submission – Schedule A must be submitted in the provided **Excel spread sheet** format.
- **Technical Submission** to be prepared in accordance with Section 3.0 Evaluation Criteria, and the Program Requirements
- **Price Submission – HRCE School List - Schedule “A” Form in EXCEL**

The following documents can be included in your technical submission:

- **Response** to the Technical Submission detailed in Evaluation Criteria Section 3.0 & Program Requirements of the RFP
- **Appendix “B” – Completed Proponent Information Form**
- **Appendix “C” – Completed Student Safety Form**
- **Certificate of Insurance** indicating a minimum of \$2,000,000 Commercial General Liability insurance per occurrence and Commercial Auto Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence.

Sample Recipes - Recipe Cards Enclosed

Beef Tacos with a Side Salad	5 pages
Picnic Plate, with Chicken Bites	3 pages
Maple Apple French Toast Bake	3 pages
Acadian Chicken Fricot with Tea Biscuit	4 pages
Chickpea Curry with Rice and Green Beans	3 pages

Beef Tacos with a Side Salad

This recipe includes the following components:

Beer Taco, Taco Seasoning, Traditional Salad Side Dish or Salad Bar Side Dish, Ranch Dressing

Equipment Required

- Large skillet or pot
- Green disher scoop

Serving Size

- 1/3 or 1 2oz scoop of Meat per serving
- 1 Whole wheat tortilla per serving
- ~1 Tbsp of Cheese per serving
- 1 Tbsp of Sour Cream
- 1 Tbsp of Salsa per serving
- 2 Tbsp of Romaine lettuce per serving
- 1 Tbsp of Tomato

Yield

Images will be provided

Approx. 50 servings

Cook Temp

Beef must be held at 140°F.

Beef Tacos

Measure		Ingredient	Notes
Quantity	Unit		
4.54 Kg		Lean or extra lean ground beef (drain and discard fat)	<i>Try adding black beans: for beef, reduce to 4 kg and add 3.75 cups of canned black beans. .</i>
2 Tbsp		Oil (canola or olive)	
2		Onion (small), diced	
6 cloves		Garlic (or 3 tsp minced, or 1.5 tsp powder)	
4 Tbsp		Homemade taco seasoning (see recipe below)	
2 cups		Water	
50		7" whole wheat tortillas	

400 g	Lower fat cheese, grated (topping)	
3 ¼ cup	Lower fat sour cream (See <i>Additional Information</i>)	
3 ¼ cup	Salsa (See <i>Additional Information</i>)	
1 – 2 heads	Romaine lettuce, shredded (See <i>Additional Information</i>)	
4-5	Tomatoes, diced (See <i>Additional Information</i>)	

Instructions

1. Dice onion and sauté in oil on medium-high heat for 5-10 minutes until translucent.
2. If using garlic cloves, press or mince and add to onions. Cook for two minutes.
3. Mix garlic/onion with beef and brown using preferred method (approximately 20-30 minutes):
 - a. Cooktop, using a large pot/skillet, on medium heat.
 - b. Oven, using hotel pans, at 400°F (covered with foil).
4. Drain fat and discard fat, then return beef to cookware. Add taco seasoning and water to beef mixture and mix. Reduce heat if using stove top. Do not cover if preparing in oven. Cook until mixture reaches a minimum internal temperature of 165°F (30-60 minutes) and most of the liquid is gone. Beef mixture must be held at 140°F once cooked.
5. Prepare toppings (grate cheese and wash and chop lettuce and tomato).
6. Scoop ½ cup of beef onto each tortilla and top with 1 tbsp of cheese. Fold and place in a hotel pan, warm for about 30 minutes before service (using hot hold equipment, held hot at 140°F).
7. Just before service (or packing for delivery for off-site models), add approximately 2 tbsp of lettuce and 1 tbsp of tomatoes to each tortilla (Note: lettuce and tomato toppings are not required if serving with a salad bar).
8. Offer 1 tbsp each of sour cream or salsa (served on the side for off-site delivery models).

Additional Information

- Portion sizes for grades pre-primary to 5 is 1 taco and 1 side salad (~1 cup).
- Offer salsa and sour cream (for 50 people, about 0.5 L of salsa and 0.25 L of sour cream is needed).
- Vegetable toppings like lettuce (1-2 heads, 2 tbsp each) and tomato (4-5, 1 Tbsp each) are not required when offering with a salad bar. Examples of veg provided for costing purposes. Amounts may be less than estimated, as some students will not want all toppings.

Homemade Taco Seasoning

Measure		Ingredient	Notes
Quantity	Unit		
1 cup		Chili powder	

¾ cup	Cumin	
¼ cup	Garlic powder	
¼ cup	Onion powder	
¼ cup	Oregano	
2 Tbsp	Salt	
3 Tbsp	Black pepper	
2 Tbsp	Paprika	

Instructions

1. Mix all ingredients in a bowl.

Additional Instructions

- These measurements will yield 47 tbsp of Homemade Taco Seasoning.
- Store in a sealed container, up to the earliest best before date of the ingredients.

Traditional Salad Side Dish

Measure		Ingredient	Notes
Quantity	Unit		
1.2 kg		Mixed greens or spinach	
5		Cucumbers, diced	
7		Red bell pepper, diced	
12 (810 g)		Carrots, grated	
2 cups		Pumpkin seeds	
6 -8 cups		Salad dressing (<i>See below</i>)	

Instructions

1. Make salad dressings as per specifications (this can be done in advance).
2. Wash all produce. Dry mixed greens/lettuce
3. Prepare all produce as specified.
4. For traditional salad, portion ingredients into individual servings.
5. Provide 1 tbsp of salad dressing per serving (served on the side for off-site delivery model)

Additional Information

- Can be served in a traditional side salad, or salad bar.

Salad Bar Side Dish

Measure		Ingredient	Notes
Quantity	Unit		
600 g		Mixed greens or spinach	
3 - 4 heads		Lettuce, chopped	
0.5 – 1 kg		Carrots, shredded	
2 - 3		Red bell pepper, diced	
3 - 5		Tomatoes, diced	
500 g		Corn	
3 - 4		Cucumbers, diced	
2 - 3		Green bell peppers, diced	
1		Onion	
1 - 2		Beets, grated	
500 g		Green peas	
2 cups		Pumpkin seeds	
6 - 8 cups		Salad dressing (See below)	

Instructions

1. Follow instructions 1-3 from Traditional Salad Bar Side Dish.
2. For a salad bar, portion food in pans.

Additional Information

- Yields 96 servings, 1 Tbsp per serving.

Ranch Dressing

Measure		Ingredient	Notes
Quantity	Unit		
3 cups		Lower fat mayonnaise	
3 cups		Plain lower fat yogurt (0-2% milk fat)	
4 tsp		Dried chives	
4 tsp		Dried parsley	
4 tsp		Dried dill	
1 ½ tsp		Garlic powder	
1 ½ tsp		Onion powder	
½ tsp		Salt	

1 tsp	Ground black pepper	
Instructions		
<ol style="list-style-type: none">1. Combine all ingredients.2. Store in the fridge according to the shelf life of the yogurt.		
Additional Instructions		
<ul style="list-style-type: none">• Yields 96 servings, 1 Tbsp per serving.		

Picnic Plate		<i>Images will be provided</i>
This recipe includes the following components:		
Picnic Plate, Honey Garlic Chicken Bites, Honey Garlic Sauce, Tzatziki		
Equipment Required		
<ul style="list-style-type: none"> • Hotel pans (chicken) • Pot • Food processor (optional) • Mixing bowl 		
Serving Size		Yield
<ul style="list-style-type: none"> • 1/3 cup of Chicken per serving • 3 Tbsp of Hummus per serving • 2 Snap peas per serving • 1/4 Red bell pepper per serving • 1/4 cup of Cucumber per serving • 1/4 cup of Carrots per serving • 1/4 cup of Honeydew melon per serving • 2 Tbsp of Banana per serving • 1/2 Whole wheat pita bread per serving • 2 Tbsp of Tzatziki per serving 		Approx. 50 servings
		Cook Temp
		Chicken 165° F (internal temperature).

Picnic Plate			
Measure		Ingredient	Notes
Quantity	Unit		
See recipe		Honey garlic chicken bites	
2.4 kg		Hummus	
340 g		Snap peas	
13 (1.8 - 2 kg)		Red bell peppers	

6 - 7	Cucumber	
1.6 kg (3.5 lb)	Carrots	
2	Honeydew melon	
1 kg	Banana	
25	Whole wheat pita bread	
See recipe	Tzatziki	

Instructions

1. Prepare chicken and tzatziki as per recipes below.
2. Wash produce thoroughly and cut as indicated.
3. Cut pita bread in half.
4. Build meals as per portion sizes above.

Additional Information

- N/A

Honey Garlic Chicken Bites

Measure		Ingredient	Notes
Quantity	Unit		
4.45 kg		Boneless, skinless chicken breast, cut into uniform bite-size pieces (3 - 3.5 kg if purchasing precooked)	
1 tsp		Salt	
1 tsp		Ground black pepper	
4 tsp		Garlic powder	

Instructions

1. Cut chicken into cubes, place in hotel pan and sprinkle with salt, pepper and garlic powder.
2. Make sauce (see below).
3. Pour sauce over chicken pieces and stir to coat. Cover and cook at 350° F in oven for 30-40 minutes, or until chicken reaches an internal temperature of 165° F.
4. Serve ⅓ cup.

Additional Instructions

- N/A

Honey Garlic Sauce

Measure		Ingredient	Notes
Quantity	Unit		
2 Tbsp		Chili Powder	
3 bulbs		Garlic, crushed (or 12 tsp minced, or 6 tsp powder)	
¾ cups		Apple cider vinegar	
1 ½ cup		Honey	
1 ½ cup		Water	
5 Tbsp		Low sodium soy sauce	
3 ½ Tbsp		Corn starch	

Instructions

1. In a pot, cook the garlic in oil for a minute, then add apple cider vinegar, honey, water and soy sauce and bring to a boil, stirring frequently.
2. Place cornstarch in a cup and add enough water to make it a little runnier than a paste. Slowly add mixture to the boiling sauce while stirring to thicken (you may not need it all).

Additional Instructions

- N/A

Tzatziki

Measure		Ingredient	Notes
Quantity	Unit		
4 ¼ cup		Lower fat plain yogurt (0-2% milk fat)	
2 cups		Cucumber, grated (about 1 cucumber)	
3 cloves		Garlic, minced (1 ½ tsp minced or ¾ tsp powder)	
5 ½ Tbsp		Lemon juice	
1 ½ Tbsp		Olive oil	

Instructions

1. Wash and grate cucumber. Squeeze some liquid from grated cucumber.
2. Combine all ingredients in a mixing bowl and mix thoroughly.
3. Refrigerate until ready to serve.

Additional Instructions

- These measurements yield 100 Tbsp of Tzatziki.

Maple Apple French Toast Bake with Roasted Sweet Potato, Apples, and Blueberries

This recipe includes the following components:

French Toast Bake, Roasted Sweet Potato, Apple Blueberry Salad

Equipment Required

- Hotel pans
- Large mixing bowl
- Baking sheet
- Gray disher scoop (½ cup)
- Blue disher scoop (¼ cup)

Serving Size

- 1 piece of French toast per serving
- ½ cup of Sweet potato per serving
- ¼ cup Apple-blueberry mix per serving

Yield

Approx. 50 servings

Cook Temp

French Toast must be held at 165°F

Images will be provided

French Toast Bake

Measure		Ingredient	Notes
Quantity	Unit		
50 large		Eggs	
5 cups		Lower fat milk (0-2% milk fat)	
¼ cup		Maple syrup	
4 tsp		Ground cinnamon	
2 tsp		Ground nutmeg	
1 tsp		Salt	
3 lb (1.36 Kg)		Apples, peeled or not, cut into thick slices	
4 lb (1.8 kg, 2 ⅔ loaves)		Whole wheat bread, cut into 1-inch pieces	
½ cup, divided		Maple syrup (topping)	

Instructions

Steps to complete the day before:

1. Grease 2 full hotel pans with cooking spray. In a large bowl, whisk together the eggs, milk, ¼ cup of maple syrup, cinnamon, nutmeg, and salt.
2. Clean and slice apples.
3. Cut bread into 1-inch pieces (consider using a pizza cutter).
4. Add apple slices and bread to the egg mixture. Combine thoroughly, then divide between the two pans.
5. Cover each with lightly sprayed or oiled parchment paper, then foil. Refrigerate overnight.
6. Before baking, let the pans stand at room temperature for 30 minutes.
7. Preheat the oven to 350°F. Bake for 30 minutes, then remove the covers and rotate pans if needed. Bake for another 20 minutes, until the internal temperature reaches 165°F.
8. Drizzle each pan with ¼ cup maple syrup.
9. Cut each pan into 24 squares.

Additional Information

- Save and freeze end pieces for use in this recipe.

Roasted Sweet Potato

Measure		Ingredient	Notes
Quantity	Unit		
1 cup		Sweet potato , fresh, whole	
¾ cup		Olive Oil	
¼ cup		Salt	
¼ cup		Cinnamon	
		Cooking spray or Parchment paper	

Instructions

1. Preheat oven to 400°F. Spray a shallow baking sheet with non-stick cooking spray or place a sheet of parchment paper onto a baking sheet to prevent potatoes from sticking.
2. Wash sweet potatoes thoroughly, peel and cut into cubes (approx. 1 inch).
3. In a large bowl mix together the potatoes with the oil, salt and cinnamon. Spread potatoes on the prepared baking sheet.
4. Bake for 15 minutes, flip potatoes, and bake for another 10 minutes, or until golden and crisp.
5. Serve in ½ cup servings (*gray disher scoop*)

Additional Instructions

- N/A

Apple Blueberry Fruit Salad

Measure		Ingredient	Notes
Quantity	Unit		
1.4 kg		Apples, chopped (¼ cup per serving)	
500 g		Frozen blueberries, thawed (1 tbsp per serving)	

Instructions

1. Thaw frozen blueberries.
2. Wash apples and cut into small pieces. Spritz with lemon water to prevent browning.
3. Mix apples and blueberries in a bowl.
4. Serve a heaping ¼ cup portion using the blue # 16 disher scoop.

Additional Instructions

- N/A

Acadian Chicken Fricot with a Tea Biscuit, Green Peas, and Orange Wedges

This recipe includes the following components:

Acadian Chicken Fricot, Chicken, Tea Biscuit, Vegetable and Fruit Side Dish

Equipment Required

- Hotel pans
- Large frying pan
- Large sheet pan
- 16–20-quart pot
- Mixing bowl

Serving Size

- 1 cup Fricot per serving
- ¼ cup Peas per serving
- ¼ sliced Orange per serving
- 1 Tea biscuit per serving

Yield

Approx. 50 servings

Cook Temp 📏

Fricot must be held at 140°F (60°C) internal temperature.

Images will be provided

Fricot

Measure		Ingredient	Notes
Quantity	Unit		
6 lb (2.72 kg)		Chicken thighs or breasts, boneless, skinless	
2 tsp		Salt	
½ cup		Canola oil	
2 - 3		Bay leaves	
4 lb (1.81 kg)		Potatoes, peeled (if needed) and diced	
4 lb (1.81 kg)		Carrots, peeled and diced	
16 cups		Water	
½ cup		Soft margarine	

3 large (1 lb)	Onions or leeks, diced small	
8 ribs	Celery, minced	
1 cup	Flour	
¼ cup	Dried chines or summer savory	
2 Tbsp	Onion powder	
2 tsp	Ground black pepper	

Instructions

1. Wash all produce well.
2. Cut the chicken into 1" (2 cm) pieces and sprinkle on salt. In a large pot, heat the oil over medium-high and brown the chicken in batches, moving to a bowl or hotel pan with a slotted spoon once browned.
3. When all the chicken is browned, return it all to the pot and add the bay leaves, potatoes, carrots and water. Cover and bring to a boil, then reduce the heat and simmer for 15-20 minutes, until the vegetables are tender, and the chicken is cooked through (165°F).
4. Meanwhile, in a second pot, heat the margarine over medium heat. Add the onions or leeks, and celery. Stir and cook for 10-15 minutes, until vegetables are tender and beginning to brown.
5. Whisk the flour into the onions and celery and cook for a further minute to toast the flour. Remove the onion-celery pot from the heat.
6. Once the carrots and potatoes are tender, stir the onion-celery mixture into the pot and place the pot over low heat. Stir and cook until the stew thickens, a further 5 to 10 minutes.
7. Transfer to hotel pans and cover with lids or foil until service. Hold food at a minimum of 140°F (60°C) internal temperature, checking at regular intervals, in a warming oven or steam table set to 170°F (75°C).

Additional Information

- If storing leftovers, cool to 70°F (21°C) within 2 hours and from 70°F (21°C) to 40°F (4°C) within an additional 4 hours. Leftover stew may be frozen. Thaw in the refrigerator a few days in advance and bring to a simmer over low heat before serving. Heat to 165°F (74°C).

Tea Biscuit

Measure		Ingredient	Notes
Quantity	Unit		
4 cups		Whole wheat flour	
4 cups		All-purpose flour	
¼ cup		Baking powder	
1 Tbsp		Salt	

1 cup	Soft margarine	
3 ½ cup	Lower fat milk (1-2% milk fat)	

Instructions

1. Preheat the oven to 450°F (230°C). Line a large baking sheet with parchment paper for easier cleanup.
2. In a large bowl, whisk together the whole wheat flour, all-purpose flour, baking powder and salt.
3. Cut in margarine. Use your hands to combine well with the flour mixture.
4. Stir in the milk to form dough. In the bowl, knead the dough 20-25 times. You may need to add a little more milk if the mixture seems too dry. Let the dough rest for a few minutes.
5. Place the dough on the prepared baking sheet and pat the dough out into a ¾" (2 cm) thick rectangle. Using a dough scraper or knife, cut the dough into 50 equal-sized pieces.
6. Separate the dough pieces and space them evenly in the pan. Bake for 15-17 minutes, until golden brown.

Additional Instructions

- Yields 50 pieces.

Vegetable and Fruit Side Dish

Measure		Ingredient	Notes
Quantity	Unit		
1.8 - 2 kg		Frozen green peas	
1 cup		Water	
3 Tbsp		Olive oil	
2 tsp		Garlic powder	
1 tsp		Ground black pepper	
13		Oranges	

Instructions

Green peas:

1. Add frozen peas and water to a pot. Cover and bring to a simmer over medium heat, then lower heat. Continue to cook until peas are tender (approximately 8-12 minutes), stirring occasionally. Top up water if needed.
2. Drain water. In a large bowl, mix in oil, garlic powder and pepper. Hold hot until ready to serve. Serve ¼ cup portions.

Oranges:

3. Cut oranges into wedges, providing ¼ of an orange per serving.

Additional Instructions

- Alternative Option: Consider adding frozen peas directly to Fricot at step 5 (the other ingredients for peas are not needed for this option).

Chickpea Curry with Rice and Beans

Key Words

Vegan, Curry, Chickpea, Beans, Rice

Equipment Required

- Large pot
- Hotel pans
- Medium-sized pot

Serving Size

- ½ cup of Rice per serving
- 1 heaping cup of Curry per serving
- ¼ cup of Beans per serving

Images will be provided

Yield

Approx. 50 servings

Cook Temp 🕒

N/A

Chickpea Curry

Measure		Ingredient	Notes
Quantity	Unit		
½ cup		Canola oil	
6 tsp		Salt	
⅓ cup		Paprika	
3 Tbsp		Turmeric	
3 Tbsp		Ground cumin	
3 Tbsp		Ground coriander	
4.5 tsp		Garam masala	
3 cups		Water	
18 cloves		Garlic, peeled and crushed or grated	
3 x 798 ml cans		Crushed tomatoes	
3 cups		10% blend cream	

3 cups	Plain yogurt (not Greek)	
8 x 540 ml cans	Chickpeas	
8 cups (1.2 kg)	Green peas	
3.38 kg	Sweet potato, peeled and diced	

Instructions

1. Heat the oil in a large heavy-bottomed pot over medium heat for three or four minutes.
2. While the oil heats, mix the paprika, turmeric, cumin, coriander and garam masala with the water.
3. When the oil has warmed, add the garlic and stir for a few seconds, being very careful not to burn it. Pour in the spice mix and cook until water has evaporated, and the oil starts to glisten, about five minutes.
4. Add the tomatoes and yogurt and cream and bring to a simmer.
5. Add the sweet potato to the sauce and stir. Simmer until sweet potatoes are tender, about 25 minutes.
6. Add chickpeas and green peas to the sauce.

Additional Information

- N/A

Rice

Measure		Ingredient	Notes
Quantity	Unit		
10 cups		Brown rice, or Basmati rice	
2 Tbsp		Salt	
15 cups		Water	

Instructions

1. Preheat the oven to 350°F (175°C).
2. Lightly oil or spray a full 4-inch hotel pan with cooking spray and add the rice.
3. In a pot, add salt to water and bring to a boil. Carefully pour over the rice. Stir thoroughly and cover tightly with foil or the pan lid.
4. Place in the oven for 1 hour then remove from the oven and let stand, covered, for 30 minutes.

Additional Instructions

- N/A

Green Beans

Measure	Ingredient	Notes
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Quantity	Unit	
1.6 kg		Frozen green beans, cut
1 cup		Water
Instructions		
<ol style="list-style-type: none"> 1. Add frozen beans and water to a pot. Cover and bring to a simmer over medium heat, then lower heat. Continue to cook until beans are tender and heated thoroughly, stirring occasionally (about 10-15 mins). Top up water if needed. 2. Hold hot until ready to serve. Drain water. Serve ¼ cup portions. 		
Additional Instructions		
<ul style="list-style-type: none"> • N/A 		