



**Halifax**  
Regional Centre for Education

# REQUEST FOR PROPOSAL #4255

## CAFETERIA FOOD SERVICES ONE (1) SCHOOL

Closing Date: **THURSDAY, SEPTEMBER 26th, 2024**  
Closing Time: **2:00:00 P.M. (Atlantic Time)**  
Opening Time: **2:00:00 P.M. (Atlantic Time)**

**HRCE Contact:**

Nancy Rideout, Purchasing Manager  
Tel: (902) 464-2000 #2222  
Email: [nrideout@hrce.ca](mailto:nrideout@hrce.ca)

To arrange a site visit, contact the appropriate school Principal using school finder directory link:  
<https://www.hrce.ca/families/school-finder>

**Proposals Submissions to be made Electronically to:** [hrcetenders@hrce.ca](mailto: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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**RFP #4255 - Cafeteria Services – One (1) School**

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

Due to the anticipated changes to the Food and Nutrition Policy for Nova Scotia Public Schools, this contract will be for a **one (1) year term** commencing **October 15, 2024, to June 30, 2025, with four (4) optional one (1) year extensions**. The decision to extend the cafeteria services contract will be at the sole discretion of the school and the HRCE.

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

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

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

## Terms and Conditions

### SITUATION OVERVIEW

#### 1 Section – Purpose

- 1.1 The HRCE is seeking proposals for the provision of cafeteria services for **ONE (1) SCHOOL**. The food service management shall include the preparation and service of lunches and such other items of food and beverage as shall be required by the HRCE for such persons as the HRCE authorizes to be served.
- 1.2 Proponents are invited to submit a proposal for all, or any school/s listed in Appendix E Cafeteria Statistics.
- 1.3 The objective of this RFP is to obtain cafeteria services from duly qualified companies or individuals, thereby allowing **ONE (1) SCHOOL** to offer cafeteria services to its staff and students. **The Halifax Regional Centre for Education reserves the right to award the contract/s to one or many companies for this service.**
- 1.4 It is essential that the successful cafeteria service providers be capable of providing a full range of cafeteria services, using staff fully qualified to work in the food services industry. Food services management and staff must also be locally available to address school and HRCE related issues and concerns as they arise.

#### 2 Section – Questions

- 2.1 All questions pertaining to this proposal must be submitted in writing to [nrideout@hrce.ca](mailto:nrideout@hrce.ca) Questions are to be received **NO LATER than 2:00:00 P.M., FIVE (5) DAYS PRIOR TO CLOSING DATE & TIME.** The HRCE reserves the right to distribute in writing a notice of the contents of any enquiry, concern, or question from any proponent and the HRCE's response therefore, to all other proponents. Should questions raised by a proponent necessitate an Addendum to this RFP each proponent will receive addenda by email. Only communications in writing will be binding upon the HRCE. Communications concerning the terms and conditions of this RFP to any individual other than indicated will automatically cancel your submission. Direct questions to:

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

- 2.2 After a proposal is submitted, any **AMENDMENT** to same may be submitted provided it is typed or in writing, duly signed and received by email to [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca) no later than the closing date and Time. Any amendment received after the closing date and time will not be accepted.

### 3 Section – Structure

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

### 4 Section – Specifications

- 4.1 The HRCE shall grant to the successful proponent(s) the right to operate the cafeteria facilities at all or any of the **ONE (1) SCHOOL** for the purpose of supplying food services, in compliance with the **most current Food and Nutrition Policy for Nova Scotia Public Schools** to the students and staff members of that site. Proponents must be able to provide an a la carte service and the sale of healthy food and beverage choices subject to approval by the HRCE.
- 4.2 **Vending machines are excluded from this Request for Proposal, unless otherwise indicated on the Cafeteria Statistics Form.**
- 4.3 The contract does not exclude various student or staff groups from fund raising or offering a special occasion provision of food, e.g., field day, popcorn, bake sales.
- 4.4 If in mutual agreement, the service provider can offer their services, on request for **special occasions** of the school.
- 4.5 If in mutual agreement, the school staff is permitted to use the **kitchen area during PD days.**
- 4.6 As indicated in 7.10.8, the school staff in collaboration with the vendor is permitted to use the areas below for the provision of the **breakfast program.**

Definitions:

Kitchen Area - preparation, cooking, washing area

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

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

Halifax Regional Centre for Education/HRCE/Individual schools

## 5 Section – Menu

- 5.1 **Each proposal must** include a sample menu with a variety of healthy choices each day. (See Appendix B). All menu items (cafeteria, canteen and/or vending if included in contract) must be reviewed and signed off by the HRCE School Nutritionist to ensure compliance with the most current Provincial Food and Nutrition Policy (See Appendix C for a quick reference guide on policy).

**Please provide a comprehensive** 4-week cycle menu in compliance with **most current Food and Nutrition Policy for Nova Scotia schools** detailing how it aligns. Special attention must be placed on the following details: 1/ Every entrée served must contain food(s) from each of the following categories: Vegetable and/or fruit Whole grain food Protein food 2/ Any food that is considered a moderate food may only be served 2 times in total over the course of a school week. This includes all entrees and any snack items. For example, a moderate meal/snack item once on Monday and once on Thursday. Otherwise, all items must be maximum food options.

- 5.2 **As a condition of this contract**, the food service provider is required to submit nutrition information outlined in Appendix D for all menu items within **TWO (2) WEEKS** of the contract being awarded.
- 5.3 After the nutrition information outlined in Appendix D is submitted, the HRCE School Nutritionist will complete a Menu Review form and return it to the successful Proponent. (See Appendix E).
- 5.4 Recommendations for menu change addressed on the review form must be implemented within two (2) weeks of menu review completion.
- 5.5 The menu will be monitored throughout the contract to ensure compliance with the **most current Food and Nutrition Policy for Nova Scotia schools**.
- 5.6 Failure to comply with the criteria outlined above could result in the termination of contract.

## 6 Section – Administrative Organization, Staffing and References

- 6.1 **Each proposal must** include the following details concerning the company:

6.1.1 **Organization chart.**

- 6.1.2 a) **The correct legal name** under which the Proponent carries on business, telephone number and fax number, as well as the name or names of appropriate contact personnel which the HRCE may consult regarding the Proposal.

b) If a proponent is a sole proprietor, the full personal name, together with the name of proprietorship, (i.e., John Doe, carrying on business under the firm name and style of Johns Food Service).

c) If a proponent is a partnership, the full name of all individual partners, together with the correct legal business name of the partnership.

d) If a proponent is a corporation, the proponent should provide the full legal name of the corporation, together with the jurisdiction in which the corporation was originally incorporated. If the proponent is a corporation, the proponent shall execute its proposal under its corporate seal.

- 6.1.3 **The names and addresses** of all partners of any partnership, the names of all officers, directors and shareholders holding more than 10% of the outstanding shares of any class of any corporate proponents.
- 6.1.4 **The HRCE reserves the right** any time after the closing date, to require any proponent to provide evidence satisfactory to the HRCE on its financial standing and stability and that of each of its officers, directors, and principals. All proponents agree to provide at their own expense all such above-noted information as may be requested by the HRCE within four (4) days of the date of any such request.
- 6.2 **Bids must include** a Dedicated onsite Supervisor to deal solely with the HRCE contract. A complete resume with specific office location and address **MUST** be included.
- 6.3 The food service provider will be responsible to see that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the HRCE's operation and modify assignments as required.
- 6.4 All employees must complete a **Criminal Records Check & Child Abuse Registry Application** prior to starting employment on school premises. The service provider is to provide written confirmation upon completion.
- 6.5 The food service provider shall not, at any time, sublet any of the duties of this contract without the permission of the HRCE's representative.
- 6.6 The food service provider will provide at their own expense, upon request, medical certification showing suitability for all staff employed to serve or handle food (e.g., proof of tuberculin testing).
- 6.7 The food service provider and its employees shall not be considered the HRCE's employees and shall not represent themselves as an agent of the HRCE, nor be eligible for any of the benefits provided to HRCE employees.
- 6.8 The HRCE reserves the right to demand the removal of any food service provider employees engaged in this contract if, in the HRCE's opinion, their conduct has been of an unacceptable nature.
- 6.9 The food service provider will reimburse the HRCE for any damages through negligence or willful act of any of the food service provider's staff.
- 6.10 The food service provider agrees to implement all levels of government relevant legislation, by-laws or policies including Employment Standards, Pay Equity & Wages Legislation and Human Rights Legislation. It is the successful proponent's financial responsibility to implement any relevant future Legislation, by-laws, or policies.

6.11 All HRCE policies, including the **most current Food and Nutrition Policy for Nova Scotia Public Schools**, procedures and regulations must be adhered to by the food service provider and its employees. Many HRCE locations are equipped with video surveillance cameras. The locations will be shared with the successful proponent.

6.11.1 Smoking is prohibited in all HRCE buildings and on all HRCE property.

6.12 It is important that all staff members of a school play a significant role in reinforcing student's attitudes, behaviours, and responsibilities. Explain how your firm might contribute, particularly in helping students make healthy food choices.

6.13 **Each proposal** submission must include a statement outlining your company quality assurance philosophy and program and detailing how your company will respond to:

6.13.1 **Service-related problems**

6.13.2 **Quality problems**

6.14 The HRCE reserves the right to initiate an annual survey to measure customers' opinions on pricing, food quality, service level, catering staff, etc., in a form approved by the HRCE's representative.

6.15 **Each vendor will** provide references relating to cafeteria services or similar catering services within the past five years. Please provide contact details and description of service provided. For first time vendors please describe how you could provide these services based on your education and experience.

6.16 **Proponents are required** to list all pending or ongoing legal claims or disputes where the proponent could individually, or in combination with other claims, suffer a potential economic loss greater than \$100,000.

6.17 The Proposers hereby acknowledges that:

a) The HRCE shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which the HRCE in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and the HRCE shall have the unrestricted right to:

i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or

b) The HRCE reserves the right to consider, during the evaluation of Proposals:

i) information provided in the Proposal itself;

ii) information received in response to enquiries of credit and industry references set out in the Proposal;

iii) the manner in which the Proposers provides services to others;

iv) the experience and qualification of the Proposers;



- v) the compliance of the Proposers to the HRCE's requirements and specifications;
- vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,
- vii) splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one Proposers;

## 7 Section – Pricing

7.1 Detail in RFP Proposal the willingness to:

7.1.1 liaison with school advisory council (or another association/group approved by the principal)

7.1.2 consult with students/staff/cafeteria committee regarding specialty items. A cafeteria staff member will serve as a member of the school cafeteria committee.

7.1.3 provide an opportunity for work experience to identified students.

7.2 **In the event of a school closure (due to pandemic or other events) which results in significant drop in sales, provide a strategy or alternate plan of compensation, subject to mutual agreement negotiated by both parties.**

7.3 At the end of the proponent's fiscal year, the successful proponent will provide an audited gross sales\* volume statement. At the request of the HRCE, the HRCE's Internal Auditor will be permitted to examine the accounting records pertaining to the sales volumes through the HRCE's facilities. This may include auditing of individual school cash register receipts. **Cash registers are not provided by the HRCE.**

7.4 Proposals shall guarantee the HRCE against financial loss arising from the operation of the Food Service Management in our facilities.

7.5 Evaluation Committee will give preference to a menu that provides a variety of healthy choices each day, in compliance with the **most current Food and Nutrition Policy for Nova Scotia Public Schools**. Consideration will be given to menu options that include healthy options that are financially accessible to the students and that utilize a variety of preparation methods. Healthy meal options should not be priced higher than other meal options

7.5.1 One meal choice daily should be: prepared on site primarily from scratch, utilizing relatively unprocessed ingredients (examples - fresh fruits and vegetables, unprocessed meat and fish products and homemade soup stock)

The second daily meal choice can utilize less labour-intensive preparation methods but should be made on site.

7.5.2 Prices should be submitted on both choices, excluding all taxes, with firm prices for year one. Please include details of the processes.

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

*contract.*

- 7.5.4 The successful proponent must place emphasis on menu variety when developing a menu. i.e., Soup and sandwich variety.
- 7.5.5 The successful Proponent make menus available to all parents (hardcopy or internet access), including menu and snack selection and special event menus.
- 7.5.6 **Propose weekly menus** which reflect the cultural make-up of the student population at the respective school.
- 7.5.7 **Weekly menus should consider** the age group of students that are being catered to. E.g.: elementary schools
- 7.5.8 **Breakfast programs are free**, open to all students and available in all HRCE schools. Indicate if your organization would be interested in collaborating with the school to prepare and implement breakfast programs, subsidized by the school through School Healthy Eating Program funding.

## 8 Section – Vending Machines

- 8.1 As per section 4.2, vending machines are **EXCLUDED** from this proposal, unless otherwise indicated on the Cafeteria Statistics Form. Note: In the event vending machines are included in this proposal the food service provider must include all electrical service requirements in their proposal response and indicate the number of refrigerated and dry good machines they would like to have on site.
- 8.2 The food service provider may sell milk beverages and nutritional snacks from the server during the hours the cafeteria is open. i.e., Milk products, fruit, nutritional snacks.
- 8.3 All items being sold in vending machine including beverages, packaged snacks and dry goods are to be listed on the provided menu in the proposal. (Not applicable where vending machines excluded from proposal).

## 9 Section – Services and Supplies Provided by the Food Service Provider

- 9.1 The Food Service Provider must provide all supplies and staff to prepare on-site food services for sale to the students and staff. The food and beverages provided shall be in compliance with the most current Food and Nutrition Policy for Nova Scotia Public Schools, well prepared and in quantity sufficient to meet the demand of the location.
- 9.1.1 **It is the responsibility** of the staff and students to pay the food service provider directly. Consideration for alternate payment methods to allow for a confidential non-discriminatory exchange of free/subsidized meals would be encouraged. (i.e., online ordering, order in advance, universal vouchers for meals)
- 9.1.2 **Explain how your firm** has capacity to service feeder elementary schools without a

cafeteria or food service operation?

- 9.1.3 Uniforms assist in portraying a sense of unity and purpose as well as a student security issue. Is it your firm's policy that all employees must wear a company uniform?
- 9.2 The lunch periods for the ten-month school year will be established by the school principal and noted on **Appendix F** - the individual Cafeteria Statistic Forms.
- 9.3 The daily menu in each location shall offer a main meal from the standard posted menu on a minimum four-week cycle, and to be provided to parents as per section 7.10.5.
- 9.3.1 **A priced sample menu** for the entire four- week cycle must be included with your proposal. Focus on healthy food choice menus.
- 9.3.2 **The proposed nutritional meal** program must be outlined with a detailed marketing promotional strategy including the usage of cafeteria facilities by staff and students. The daily menu must be priced for one year and describe the components of this menu.
- 9.3.3 **The proposed nutritional program** must include a list of clients, contact name and telephone number, where the program has been implemented.
- 9.3.4 **Any additional menu items** will be agreed upon and approved by the site administrator. This agreement will include prices and portion sizes.
- 9.3.5 **An ingredient list** and nutritional information must be readily available.
- 9.3.6 **Explain the delivery of products** (fruit/vegetables, breads, bakery, meat) as it affects freshness and your commitment to local suppliers.
- 9.4 Maintain the kitchen and servery premises provided in a clean and sanitary condition (includes heavy duty cleaning requirements), including the following:
- 9.4.1 **The successful proponent must** provide the necessary supplies for cleaning of all food preparation equipment, dishware and cutlery used in delivering the catering service.
- 9.4.1.1 **Grease trap enzyme treatment** must be maintained to commercial standards by the successful proponent.
- 9.4.1.2 Cleaning of all filters, fans, and hoods (where applicable) must be completed on a quarterly basis. This cleaning must be completed by a 3rd party service and completion report(s) provided to HRCE Operations [hrceoperations@hrce.ca](mailto:hrceoperations@hrce.ca) for insurance and Fire Safety Code compliance documentation. Notification and compliance with deenergizing of the fire safety system must also be communicated prior to commencement and completion of the cleaning.

- 9.4.2 Daily cleaning, sweeping, and mopping of kitchen and servery floor area, and regular washing of walls in the eating area, up to 6 feet from the floor.
- 9.4.3 Keep all garbage and refuse in the covered containers provided in the area designated. If a spill should occur in this area, especially during the noon hour when everyone is in a rush, the food service provider's personnel will not wait until a custodial staff member is available to clean the spill but will immediately initiate a clean-up sufficient enough to prevent any possible hazard.
- 9.4.4 Dairy and meat products will not be kept in freezers during the summer shutdown.
- 9.4.5 Supply own paper and cleaning supplies that are compatible with the HRCE environmentally friendly and socially sustainable requirements.
- 9.5 The small wares inventory will be maintained as an operating expense of the food service provider. An inventory listing will be submitted annually by June 30th. Small wares will include china, cutlery, flatware and cooking utensils. The food service provider will report on the condition of HRCE owned cafeteria cooking, food storage, and cleansing equipment on an on-going basis. IF disposables are used it will be at the food service operator's expense. If disposables are used it will be at the food service operator's expense. Reusable small wares are strongly recommended from a financial and environmental perspective.
- 9.6 The provision of a telephone in the cafeteria facility for the food service provider's exclusive use is the financial responsibility of the food service provider.
  - 9.6.1 This responsibility includes installation (a new line if necessary), any operating expense and all long-distance charges, and disconnecting at the end of the contract.
- 9.7 After the first year of operation, offer for HRCE/School consideration, suggested changes to the physical layout and /or additional capital equipment required at each site, (if any) and why.

**10 Section – Services/Supplies provided by the HRCE/School will include:**

- 10.1 A kitchen equipped with locks. The HRCE/School will furnish sinks, stoves, storage space, refrigerated units, as per Annex A (Equipment) and the initial supply of small wares.
- 10.2 All utilities including water, both hot and cold, heat, lighting, hydro and natural gas for the operation of the kitchen and the equipment. Additional power requirements for new/additional equipment will be charged back to Operator.
- 10.3 Custodial services including regular cleaning of floors (daily damp mopping and heavy duty scrubbing and walls in the dining area, except servery area and kitchen). Also included will be removal of garbage placed in receptacles supplied by the HRCE/School from the designated eating areas. The service provider is responsible to breakdown cardboard for disposal / recycling.
- 10.4 ~~Removal of grease from the grease traps after it has been put in the food service contractors containers.~~  
**Not applicable as no deep fryers in Nova Scotia Public schools.**

- 10.5 Use of washroom facilities for the food service providers personnel
- 10.6 Decorations for the walls and ceilings from time to time as the HRCE deems necessary.
- 10.7 Compliance with all legal requirements of any competent body: Municipal, Provincial, Federal and otherwise relating to the supply of space and equipment, the supply of electricity, gas, plumbing and drainage services, the supply of required equipment and maintenance (As detailed in Equipment list Annex A), cleaning and painting of walls and ceilings, pest control and garbage removal (Dumpsters).
- 10.8 A student/employee eating area equipped with tables and chairs, all of which are the property of the HRCE.
- 10.9 **The HRCE** would be interested in considering a **cost sharing method** that would minimize costs on maintenance for all major appliances identified in Appendix E – equipment owned by the HRCE/School.
- 10.10 At the time of replacing the HRCE/School owned major appliances, the HRCE/School will engage with the cafeteria service provider to determine a replacement plan which may or may not include the possibility of a direct purchase of the equipment by either party with considerations.

## 11 Section – Site Visit

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

## 12 Section – Health Regulations

- 12.1 The successful proponent must supply MATERIAL SAFETY DATA SHEETS for all chemical products used in our facilities.
- 12.2 The successful proponent shall be subject to termination if the applicable Health Authorities notify the HRCE and/or the food service provider that:
- i. the method of preparing, packaging, storing, or shipping foods is condemned as unsatisfactory in any respect
- OR**
- ii. a condition exists which, in the opinion of that Health Authority, results in food being unfit for human consumption
- AND**
- iii. the food service provider does not rectify the condition(s) within the time limit specified by the said Health Authority.
- 12.3 Comply with all legal requirements of all government (e.g., Municipal, county, provincial or federal)

regulations relating to safety, health, and sanitation.

- 12.4 The HRCE reserves the right for an HRCE representative to inspect the premises.

### **13 Section – Workplace Safety & Insurance**

- 13.1 The successful proponent must provide with the bid proof of good standing with the **Workers Compensation Board**,

- 13.2 **The food service provider shall furnish proof of compliance with the Occupational Health and Safety Policy,**

**AND**

- 13.3 All workplace injuries and accidents must be reported to the HRCE/School Administration in a timely fashion.

### **14 Section – Safety Requirements**

- 14.1 Every person who supplies any machine device, tool, equipment, or service to the HRCE shall ensure that they comply with the N.S. Occupational Health & Safety Act and Regulations. The Burden of Proof rests with the food service provider.

- 14.2 All equipment supplied under this contract shall, when standards are available, be certified in accordance with the applicable code as noted below:

- 14.2.1 Canadian Standards Association
- 14.2.2 Canadian Government Standards Board
- 14.2.3 Underwriters Laboratories of Canada
- 14.2.4 Other applicable or acceptable equivalents

### **15 Section – Environment**

- 15.1 **Each proposal must** include a detailed description of your environmental program and how your program would be implemented.

- 15.2 The cafeteria operator is obliged to co-operate with all recycling and environmental procedures and initiatives established by government, the HRCE and the School.

### **16 Section – Right to Negotiate**

The HRCE may, in its sole discretion:

- 16.1 through the issuance an award letter by the HRCE, award to a Proponent or Proponents the Contract, based on its Proposal, without further negotiation or documentation; or
- 16.2 award to a Proponent or Proponents the right to negotiate and finalize such further documentation as the

HRCE determines to be necessary or advisable. The entering into of such negotiation by the HRCE shall not fetter its discretion to award the Contract to other Proponents or to not award any Contract.

## 17 Section – Insurance

17.1 **The food service provider will be responsible for insurance coverage for its own supplies and property including money.**

17.2 The HRCE is not responsible for any money kept on the HRCE premises.

## 18 Section – Commercial General Liability Insurance

18.1 **Each proponent must** be able to provide proof annually that they will be covered by Commercial General Liability Insurance.

18.2 **Commercial General Liability Insurance** shall include the name of the insurance company and coverage for liability assumed under the agreement, including claims that might be brought against the HRCE by an employee of the food service provider. The coverage will be subject to a minimum of \$2,000,000 for each occurrence. The HRCE will be named insured on the policy. It must also provide coverage to protect the HRCE against claims for property damage and bodily injuries including death. This liability policy shall contain the following coverage:

18.2.1 Personal Injury

18.2.2 Occurrence Property Damage

18.2.3 Broad Form Property Damage

18.2.4 Property Damage - each occurrence

18.2.5 Public Liability - each occurrence - one or more persons

18.2.6 Motor Vehicle Liability

18.3 The food service provider will submit certification of Public Liability and Property Damage Insurance Certificate to protect the HRCE against claims for property damage and personal injuries including accidental death caused by the food service provider.

18.4 The food service provider will not change their insurance carrier without thirty (30) days prior written notice to the HRCE.

## 19 Section – Statistical Data

- 19.1 **The successful proponent** must be capable of supplying the HRCE with statistical data which must include monthly and yearly revenue data pertaining to sales. The successful proponent must be willing to discuss the details on the sales report if requested by the HRCE/School Principal. Please ensure the HRCE is emailed a copy of the sales report sent to the school. – [dwalpola@hrce.ca](mailto:dwalpola@hrce.ca)
- 19.2 **Submit a detailed sample** of your proposed accounting report with your proposal.
- 19.3 **Firms that can offer** additional reports should include a detailed printout of each report format.

## 20 Section – Term of Contract

- 20.1 Due to the anticipated changes to the Food and Nutrition Policy for Nova Scotia Public Schools, this contract will be for a **one (1) year term** commencing **October 15, 2024, to June 30, 2025, with four (4) optional one (1) year extensions possibly extending the contract to June 30, 2029**. The decision to extend the cafeteria services contract will be at the sole discretion of the school and the HRCE.

## 21 Section – Cancellation of Contract

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

## 22 Section – General Conditions

- 22.1 This bid is **IRREVOCABLE** for 60 days.
- 22.2 The issuance of a call for proposals shall not be considered as an indication that the HRCE is obligated in any way to any firm or individual who submits a proposal because of this call. Notwithstanding anything to the contrary or otherwise in this Request for Proposal, the HRCE reserves the right to cancel this Request for Proposal, to reject proposals, and to decline the lowest menu pricing or the highest return on gross sales of any or all proposals, in whole or in part, at any time prior to making an award, for any reason or no reason, without any liability to any proponent.
- 22.3 The HRCE's representative will keep the food services provider advised of changes as soon as possible.
- 22.3.1 The HRCE will keep the food service provider abreast of relevant developments regarding the operation of the food services (e.g., shutdowns, year-round schooling)



- 22.4 Following the award, discussion may occur with successful proponent for elementary feeder school services.
- 22.5 All costs associated with the preparation, delivering, or presenting of the proponent's proposal will be solely the responsibility of the proponent.
- 22.6 The proponent agrees that all documentation and information contained in any proposal that becomes the property of the HRCE may be copied for internal use and be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act. Although the HRCE can in no way be responsible for any interpretation of the provisions of this Act, if any proponent believes any part of its proposal reveals any trade secret of the proponent, any intellectual property right of the proponent, scientific, technical, commercial, financial or labour relations information, or any other similar secret, right or information belonging to the proponent, and if the proponent wishes the HRCE to attempt to preserve confidentiality of the trade secrets, intellectual property right or information should be clearly designated as confidential.
- 22.7 **While the HRCE has** used considerable efforts to ensure an accurate representation of information of this Request for Proposal, the information contained herein is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the HRCE, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposal is intended to relieve proponents from forming their own opinions and conclusions in respect of the matters addressed in this RFP.
- 22.8 The foregoing is our theory of proposed provision of food service and its implementation. Vendors are expected to bid as specified, but vendors are also encouraged to make enhancements to their proposal.
- 22.9 The Proponent is required to develop and propose a comprehensive communication plan and strategy to effectively inform and engage all relevant stakeholders in the event of a school closure.

## 23 Section – Evaluation Process

- 23.1 When the merits of the proposal are being evaluated, if the committee feels clarification or verification of any portion of the proposal is required, the proponent will be notified of a date and time for an interview/presentation to the Foods Services Selection Committee. The presentation may include menu samples to be provided to the evaluation committee for evaluation. Attendance at the interview/presentation will be at the proponent's expense.

23.2 All proposals will be evaluated by a Food Services Selection Committee based on the following evaluation criteria:

a. Menu Variety (Compliant with most current Food and Nutrition Policy) (Cater to age, cultural background, breakfast program)	-	30%
b. Menu Prices	-	30%
c. Understanding of Cafeteria Service Requirements	-	20%
d. Administrative Organization & Staffing (to include number of well-trained staff)	-	10%
e. Proposers Relevant Experience	-	5%
f. References	-	5%
Total	-	100%

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

## **24 Section – RFP Milestones**

24.1 Request for Proposal is issued

24.2 Proponents make arrangements with Administrators to visit and familiarize themselves with Facilities

24.3 Last date for questions: Five (5) business days prior to RFP closing date and time

24.4 Closing date for RFP (as indicated on cover sheet)

24.5 Interview/Presentation of short list of vendors (if necessary)

**24.6 RFP Award**

## **25 Section – Cafeteria Services General Requirements**

25.1 The successful proponent will be required to comply with the following:

- a. The successful proponent(s) may use the school owned furniture, fixtures, and equipment as listed on the Cafeteria Statistics Form for each school. Upon termination of the contract, all furniture, fixtures, and equipment will be returned to the school in good condition, allowing for fair wear and tear.
- b. School/HRCE representatives reserve the right to inspect other educational food services operations contracted by interested parties prior to any award of contract.

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

- limited to all cash handling and cash control and all statistical information needed for such accounting.
- n. The successful proponent must agree to work jointly with administrators in areas such as menu selection, pricing, and related procedures, and provide menu samples where requested.
  - o. The successful proponent must agree to make kitchen and cafeteria facilities available to the school, if requested to do so by school administration.
  - p. All cafeteria staff shall be registered with the **Nova Scotia Child Abuse Registry**.
  - q. The successful proponent shall not, under any circumstances, employ staff with a criminal record and all staff must undergo a **Criminal Records Check**.

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

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

NAME: _____ (Please Print)	SIGNATURE: _____
FIRM NAME: _____	
ADDRESS: _____	
TELEPHONE NO.: _____	E-MAIL: _____

**APPENDIX A – SAMPLE CONTRACT**

CAFETERIA SERVICE CONTRACT

BETWEEN

CONTRACTOR'S NAME

&

SCHOOL NAME

**A copy of a sample agreement can be provided upon request.**

## APPENDIX B – SAMPLE MENU FORMAT AND NUTRITION INFORMATION

**Please provide a comprehensive 4-week cycle menu** in compliance with the **most current Food and Nutrition Policy for Nova Scotia Schools** detailing how it aligns. Special attention must be placed on the following details: **1/** Every entrée served must contain food(s) from each of the following categories: Vegetable and/or fruit Whole grain food Protein food **2/** Any food that is considered a moderate food may only be served 2 times in total over the course of a school week. This includes all entrees and any snack items. For example, a moderate meal/snack item once on Monday and once on Thursday. Otherwise, all items must be maximum food options.

Make sure to include ALL ITEMS being sold in the cafeteria and vending machines along with selling prices. (If vending machines are applicable to this RFP).

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

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

### Nutrition Criteria

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

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

#### Whole Wheat Vegetarian Pizza

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

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

Kelly Sherwood, School Nutritionist - [ksherwood@hrce.ca](mailto:ksherwood@hrce.ca)  
Halifax Regional Centre for Education  
Phone (902) 464 – 2000 ext 2180

**APPENDIX C – FOOD AND NUTRITION POLICY (FNP) FOR NS PUBLIC SCHOOLS: QUICK REFERENCE GUIDE**

**(Updated FNP guide to be adopted when available)**

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

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

	Water: Choose plain, unsweetened, unflavoured water with no additives (such as: caffeine, herbals, or artificial sweeteners).	Salt: should be used sparingly.
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**APPENDIX D – SAMPLE OF MENU REVIEW FORM**

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

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

This review included the following menus:

- Vending
- Cafeteria Menu
- Cafeteria snacks and beverages

Menu Review Details:

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Recommendations for Change (if applicable):

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\_\_\_\_\_  
School Nutritionist Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Food Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Date

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

**APPENDIX E – SCHOOL CAFETERIA STATISTICS FORMS**

- Cole Harbour High

See HRCE website for additional school information:

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

# SCHOOL CAFETERIA STATISTICS

Page 1

SCHOOL NAME

P3 YES  NO

PRINCIPAL

DATE

## CAFETERIA SCOPE OF WORK (Edited by School Principal)

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

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

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

## Kitchen Cleaning Routine: (Edited by School Principal)

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

## HOURS OF CAFETERIA OPERATION (Edited by School Principal)

- Hours of operation
- Lunch period

GROSS CAFETERIA SALES IN 2022/2023

TOTAL NUMBER OF STUDENTS IN 2023/2024

PERCENTAGE OF STUDENTS THAT STAY FOR LUNCH

# SCHOOL CAFETERIA STATISTICS

SCHOOL NAME

## DESCRIPTION OF CAFETERIA AREA

Cafeteria Sq Footage:	Approx. 9000 ( Cafetorium & Café)
Kitchen Sq Footage:	Approx. 900
Number of Tables:	35-50
Number of Chairs:	250
Other Information:	Condiment Bar available in café

## LIST OF EQUIPMENT OWNED BY THE SCHOOL (HRCE)

1 Hot Plate	1 walk in fridge
Single Door stand up Fridge	
Display Case	
Electric Stove	
Food Warming unit	
Four sinks	

## LIST OF EQUIPMENT OWNED BY CURRENT CAFETERIA SERVICE PROVIDER

Debit Machine	Pizza Warmers
1 Cash Register	3 Steel work tables
Conveyor Toaster	Steel shelving
Convection Oven/Oven/Cooktop	Coffee Pots
Fans	Smallwares
Countertop Fridge	2 Fridges/3 Freezers
Holding Cabinet	

## OTHER PERTINENT INFORMATION SPECIFIC TO THIS SCHOOL

Please note, our projected population for the 2024-25 school year is 363 students and 40 staff.

## CONTRACTOR'S FINANCIAL PROPOSAL