REQUEST FOR PROPOSAL

RFP-2018-01
CAFETERIA OPERATOR
AT
VARIOUS SCHOOLS

CLOSING DATE AND TIME:

February 2\textsuperscript{nd}, 2018
2:00:00 p.m. Local Time

ELECTRONIC PROPOSAL SUBMISSIONS ONLY

OWNER:
CONSEIL SCOLAIRE CATHOLIQUE MON AVENIR
110 Drewry Avenue
Toronto, ON M2M 1C8

Owner’s Representatives:
Michele Ballestin, Purchasing Officer
Sandra Adjou, Buyer
# Instructions to Bidders

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INSTRUCTIONS TO BIDDERS
The Board is seeking Proposals for Services of Cafeteria Operator ("Services") at:

- École Catholique Monseigneur-Jamot – 2350 boulevard Woodglade, Peterborough K9K 2J6
- École Catholique Pape-François - 276 boulevard Sunset, Stouffville L4A 3R1
- ESC Saint-Charles-Garnier - 4101 Baldwin Street South, Whitby L1R 2W6
- ESC Sainte-Trinité - 2600 Grand Oak Trail, Oakville L6M 0R4
- ESC Jean-Vanier – 620 River Road, Welland L3B 5N4
- ESC Père-René-de-Galinée – 450 Maple Grove Road, Cambridge N3H 4R7
- ESAC Mère-Teresa – 50 Lisgar Court, Hamilton L8T 4Y4

1. Definitions

1.1 **Bidding Documents, RFP Documents**: Instructions to Proponents, General Terms and conditions, Bid Forms, Appendices, All Specifications, and All Architectural and Related Engineering Drawings, identified herein

1.2 **Bid Documents**: All documents required to be submitted in response to this Bid Opportunity.

1.3 **Bid, Tender, Offer, Proposal, or Bidding**: Act of submitting an offer under seal.

1.4 **Bid Price**: Monetary sum identified in Bid Form as an offer to perform work.

1.5 **Bid Opportunity**: This Stipulated Request for Proposal

1.6 **Board representative, Owner representative**: Regional Project Officers, Facilities Manager or Director of Plant, Purchasing officer, Buyer or Acting Chief of Business, Consultant acting on behalf of the Board.

1.7 **Contract**: Consist of a written agreement based upon all instructions, specifications, terms and conditions stipulated herein and supplemented by the successful proponent’s Bid.

1.8 **Consultant**: the Architect, the Engineer, or any entity licensed to practise in the province of Ontario. The term Consultant means the Consultant or the Consultant’s authorized representative.
1.9 **Proponent, Contractor, Supplier, Bidder:** A contracting firm who submits a Bid in regards to this Bid Opportunity.

1.10 **Owner:** Owner or Owner’s authorized agent or representative as designated to the Contractor, but does not include the Consultant.

1.11 **About Conseil scolaire catholique Mon Avenir**

1.11.1 The Proponent is encouraged to visit the Board web site ([http://www.cscmonavenir.ca](http://www.cscmonavenir.ca)) for detailed information about the Board and location of various schools.

1.11.2 The Board will advertise certain bid opportunities on Merx ([www.merx.com](http://www.merx.com)), Biddingo ([www.biddingo.com](http://www.biddingo.com)) and Bids and tenders by Esolutions Group ([www.bidsandtenders.ca](http://www.bidsandtenders.ca)). Proponents are encouraged to register on these sites to receive electronic notification of Bid opportunities.

2. **General Instructions**

1.1 Read to Conform to:

1.1.1 Section 001, Instructions to Bidders of the Bidding documents herein

1.1.2 Section 002, General Terms and Conditions of the Bidding documents herein

1.1.3 Section 003, Specifications and Scope of work herein

1.1.4 Section 004, Appendices

1.1.5 Section 005, Bid Forms of the Bidding documents herein

1.2 These general requirements shall apply to every section of the work contained in the specifications, and shall apply to all contracts within this tendering Process.

1.3 All Tenders are subject to the Municipal Freedom of Information and Protection of Privacy Act and will be disclosed where the Board is required to do so for the purposes of complying with an Order of the Information and Privacy Commissioner

3. **Bidding Process Timetable**

The following is a summary of the key dates for this Bidding process:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Note – all times specified in this Bidding Process timetable are local times in Toronto, Ontario, Canada.

The Board may change the Bidding Process timetable in its sole and absolute discretion at any time prior to the Proposal Submission Deadline.

In the event a change is made to any of the above dates, the Board will post any such change in the same manner as the bid documents were posted.

The Board may amend any timeline, including the Proposal Submission Deadline, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Proposal Submission Deadline, the Proponents may thereafter be subject to the extended timeline.

4. Site visits

4.1 There are no mandatory site visits for this Bid opportunity. Should a proponent wish to visit a site, they can contact the school directly to schedule a time and date. The schools are to be advised at least 48 hours in advance of the visit.

4.2 School contact details for each school sites are:

<table>
<thead>
<tr>
<th>School</th>
<th>Location</th>
<th>Head Custodian</th>
<th>Phone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>École Catholique Monseigneur-Jamot</td>
<td>2350 boulevard Woodglade, Peterborough K9K 2J6</td>
<td>Danny Maltais</td>
<td>705-742-7571 ext. 31035</td>
</tr>
<tr>
<td>École Catholique Pape-Francois</td>
<td>276, boulevard Sunset, Stouffville L4A 3R1</td>
<td>Peter Chan</td>
<td>905-642-3440 ext. 85035</td>
</tr>
<tr>
<td>ESC Saint-Charles-Garnier</td>
<td>4101 Baldwin Street South, Whitby L1R 2W6</td>
<td>Irene Pinet</td>
<td>905-655-5635 ext. 81035</td>
</tr>
</tbody>
</table>
4.3 Proponents may request subsequent site visit with or without their subcontractors, in order to review the existing conditions of the site. These subsequent visits are not mandatory.

4.4 The bidding contractor is responsible to review the site and equipment for this bid. Prior to bidding, it is recommended that the contractor completes a preliminary site inspection to review the site conditions, space available and equipment in place.

4.5 **Mandatory site visit**

4.5.1 It is in the best interests of the Bidder to attend all site visits. If a site visit is mandatory, and the Bidder does not attend, the Bid will be rejected.

Note: in the event of multiple mandatory site visits, if a Bidder does not attend a site visit at a particular location, the Bidder will be disqualified from bidding on said site. This does not mean that the Bidder cannot bid on the particular location where the site visit was attended.

4.5.2 The sign in sheet will be official record of attendance for the Board.

4.6 **Non Mandatory Site visit**

4.6.1 If no mandatory site meetings are announced, it is STRONGLY RECOMMENDED that all Bidders visit all or as many sites as possible in order to review the existing conditions. Any unusual conditions, which might affect the Bid, shall be reported by the Bidder to the Board prior to Bid submission. No allowances will be made or compensation approved for errors or difficulties that arise from the Bidder’s failure to visit the site and review the conditions. Submission by the Bidder shall constitute acceptance of all site and job conditions.
4.6.2 When the Bidder wishes to visit a site before submitting a Bid, this visit must be coordinated with the Board Representative or as indicated in this bid opportunity.

5. Bid Closing Date and Time

5.1 The Board shall receive Proposals for pre-qualification to supplying any or all of the goods or services specified in the Bidding documents, in accordance with the instructions herein.

5.2 **ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than 2:00:00 p.m. (14:00:00 hours) local time, on February 2nd, 2018.

5.3 The Board shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a Proponent prior to or subsequent to or by reason of the acceptance of or the non-acceptance by the board of any Bid or by reason of any delay in the acceptance of a Bid.

5.4 The list of proponents who submitted their bid on time for this bid opportunity will be posted to site [https://cscmonavenir.bidsandtenders.ca](https://cscmonavenir.bidsandtenders.ca) immediately after the proposal closes. ONLY the names of the Proponents will be disclosed. **NO** numbers or **NO** other data will be shown.

6. Queries, Discrepancies and Omissions: Addenda

6.1 All questions during the Bidding period must be submitted in writing, plainly identifying the nature of the item in question along with reference as to where the item is contained within the Bidding Documents. Numeric Specification Division and subsections the Bidding Documents may be outlined in written prose.

6.2 All questions shall be submitted in writing by the Proponent plainly identifying their corporate name, name of party submitting the question and related contact information (including email and phone number).

6.3 Questions related to:

   6.3.1 Specifications and Scope of Work and or the Bidding Process shall be directed to the Board representatives **through the online bidding system**

   A “Submit a Question” Button is available in the online bidding system.

   6.3.2 Technical support shall be directed to

   Bid&Tenders at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) or **1-800-594-4798**

6.4 Questions via telephone will not be accepted.
6.5 The Board reserves the right to distribute any or all questions received and responses given pertaining to discrepancies and omissions to all Proponents.

6.6 Answers to questions, distributed to all Proponents, will be provided (as Addenda) without identification of the Proponent(s) and may be edited for clarity excluding questions that are either unclear or inappropriate. Similar questions from various Proponents may be answered only once. Written responses will be issued via Addenda to all Proponents, without identification as to the source of individual questions.

6.7 It is hereby understood and acknowledged that the Board shall not be held liable or responsible for verbal instructions or explanations. Only written Addenda issued by the Board during the bidding period shall become a part of these conditions and instructions.

6.8 All questions during the Bidding Period shall be forwarded as directed above by the specified date for “Proponent Deadline for Questions” provided in section “Bidding Process Timetable” herein.

6.9 During the bidding period, Proponents may be advised by Addenda of required additions and deletions from or alterations to the requirements of the Bidding Documents. All such changes shall become an integral part of the Bidding Documents and shall be allowed for in the Price Schedule of the stipulated Bid pricing form.

6.10 Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

6.11 Addendum/Addenda will typically be issued through the Bidding System, Seven (7) days prior to Closing Time and Date.

6.12 In the event an addendum is issued within Seven (7) days prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at https://cscmonavenir.bidsandtenders.ca prior to submitting their Proposal and up until Proposal closing time and date in the event additional addendums are issued.

6.13 If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall WITHDRAW their
Proposal submission and change their Proposal submission to an **INCOMPLETE STATUS** (NOT accepted by the Owner) and the Withdrawn Bid can be viewed by the Proponent in the “MY BIDS” section of the Bidding System. The Proponent is solely responsible to:

6.13.1 make any required adjustments to their Bid; and

6.13.2 acknowledge the addendum/addenda; and

6.13.3 Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

### 7. Acceptance of Bids

7.1 The Board reserves the right not to proceed with the Contract, to accept any one, or more, or all bids, and to eliminate any or all items from a Bid. The Board shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services tendered for the purpose for which such items or services are required. The Board's interpretation of all Bid clauses shall prevail.

7.2 Bids will not be considered for acceptance by the Board unless they are submitted in strict compliance with each and every condition and term set forth herein.

7.3 Bids received after the closing date and time specified herein will not be considered and will be returned unopened. Bids delivered to an email address other than as specified herein will **NOT** be considered.

7.4 The bidder acknowledges and agrees that upon submission of this or any Bid to the Board, such a Bid, in whole or in part, including, though not so as to restrict the generality of the foregoing, all prices, quantities, items or services and qualities therein, shall be opened for and shall be subject to acceptance by the Board for a period of not less than ninety (90) days immediately following the closing date for submission of Bids stipulated herein or for such other period of times as may be stipulated herein. Any such offer is irrevocable during that period.

7.5 The Board reserves the right to remove from its list of bidders, for an indeterminate period, the name of any bidder who fails to execute or accept a contract or purchase or for unsatisfactory performance on any previous or current contract held with the Board or if the bidder is currently involved in litigation of any kind against the Board.
8. Bid Submission and Signing

8.1 The Bid must be submitted in accordance with the instructions set out in this Bid Opportunity.

8.2 Proposals should be completed without delineations, alterations, or erasures.

8.3 Each Proposal must include the following documents:

8.3.1 All Online Bid Forms as described herein in the Section “Online Bid Forms”

8.3.2 The stipulated Request for Quotation

8.3.3 The WSIB exemption Form herein provided (only if applicable)

Proponents are encouraged to use the forms provided.

8.4 Other Documents – in responding to this bid opportunity, Proponents should keep the following additional requirements in mind. Please ensure that:

8.4.1 Your submission is of optimum quality (i.e. clear, accurate, concise, well organized, complete, etc.)

8.4.2 You have a clear understanding of the scope of Work.

8.4.3 You are able to provide all of the products or services required in the Bid.

8.4.4 You have a proven record of meeting deadlines, completing work within budget, resolving complaints and correcting deficiencies.

8.4.5 You can meet the timelines/deadlines for completion of the Work.

8.4.6 You have the financial resources to ensure completion of the Work.

8.4.7 You have staff with relevant experience, technical qualifications and skill to ensure satisfactory completion of the Work.

8.4.8 You have successfully completed work of a similar scope and complexity for the Board or for other public/private clients (including other school boards or educational institutions).

8.4.9 You have a range of suitable, well maintained equipment (including specialty equipment, if applicable) to perform the Work.

8.4.10 You can provide evidence of membership in good standing with professional institutes or trade organizations and can produce such documentation, if requested by the Board.
8.4.11 You carry current licenses, insurance, etc and can produce such documentation, when requested by the Board.

8.5 The Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, not when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

8.6 For the above reasons, it is recommended that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System web clock.

8.7 The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully.

8.8 Late Proposals shall not be accepted by the Bidding System.

8.9 To ensure receipt of the latest information and updates via email regarding this bid or If a Proponent has obtained this Proposal Document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at the at [https://cscmonavenir.bidsandtenders.ca](https://cscmonavenir.bidsandtenders.ca)

8.10 Proposals submitted in any other manner may be subject to disqualification.

8.11 The Proponent is advised to retain a copy of all documents submitted for its files.

9. **Withdrawal of Bid**

9.1 Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However the Proponent is solely responsible to:

9.1.1 Ensure the re-submitted Proposal is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Proposal Closing Date.

9.1.2 make any required adjustments to their Proposal; and

9.1.3 acknowledge the addendum/addenda

10. **Bid Evaluation**

10.1 It is mandatory to submit all data required in the Bid documents herein in order for the Bid to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a bid from further consideration for award.
10.2 The Board shall have the right, in its sole discretion, to:

10.2.1 verify any Bidder’s statement or claim made in a Bidder’s Proposal or made subsequently in an interview, site visit, oral presentation, demonstration or discussion by whatever means the Board may deem appropriate, including contacting persons in addition to those offered as references, and to reject any Bidder’s statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable; or

10.2.2 access the Bidder’s premises where any part of the work or services is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability.

10.2.3 The Bidder shall co-operate in the verification of information and is deemed to consent to the Board verifying such information.

11. Evaluation criteria

11.1 The Board will conduct the evaluation of the offers in the following stages:

11.1.1 **Stage One (1)** will consist of a review by the Owner of all documents provided by the Proponents to determine which Offers comply with all of the mandatory requirements. Offers that do not comply with all of the mandatory requirements, as determined solely by the Purchaser in its discretion, will be disqualified.

11.1.2 **Stage Two (2)** will consist of a scoring by the Owner of each qualified Offer on the basis of the evaluation criteria indicated below:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Rated requirements</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity to perform the Services</td>
<td>Please provide:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Summary of specific projects and references. - List a minimum of Three (3) Cafeteria Services or related services such as Catering Services for institutions you’ve managed in the last five (5) years. Include the name of the institution (school, college, ministry, etc..), its location, a description of the services, how long you’ve managed the services, a description of at least One (1) innovative program you’ve implemented for that institution in regards to energy/utilities consumption reduction and waste</td>
<td>20</td>
</tr>
</tbody>
</table>
### Approach and Methodology

<table>
<thead>
<tr>
<th>Please provide:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A Monthly sample of Menus</td>
<td>5</td>
</tr>
<tr>
<td>2. and explain your approach and methodology to elaborate such menus</td>
<td></td>
</tr>
<tr>
<td>3. Description of innovatives programs that you will implement either to promote and to enhance healthy food habits among the students, or to reduce energy and utilities consumption</td>
<td>5</td>
</tr>
<tr>
<td>4. Your social responsibility policy on the following aspects: local farmers community support and fair trade practices; students and community support</td>
<td>5</td>
</tr>
<tr>
<td>5. Your Health and Safety Policy</td>
<td>5</td>
</tr>
<tr>
<td>6. Your Environmental Management Policy</td>
<td></td>
</tr>
</tbody>
</table>

### Customer Services

<table>
<thead>
<tr>
<th>Please provide:</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A description of your ability to provide cafeteria service in French.</td>
<td></td>
</tr>
</tbody>
</table>

**Note: it is mandatory to provide the above description in French**

### Financial Capacity

<table>
<thead>
<tr>
<th>Please provide:</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A letter of good standing from a national recognized Canadian Financial Institution detailing how long your organization has been operating its account with this financial institution.</td>
<td></td>
</tr>
<tr>
<td>2. A Letter authorizing the Owner or the Owner’s representative, to obtain a written credit reference from the Respondant’s bank.</td>
<td></td>
</tr>
</tbody>
</table>

### Proof of commercial liability insurance

<table>
<thead>
<tr>
<th>Please provide:</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A fully completed and executed Statement of Insurability which confirms that the Respondent has in force the</td>
<td></td>
</tr>
</tbody>
</table>
required amount of insurance as per section 002-paragraph 9 – point 9.1.

<table>
<thead>
<tr>
<th>Price Schedule</th>
<th>Your Proposed Price schedule</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Your Proposed Promotion and sponsorship program to support the school community</td>
<td>5</td>
</tr>
</tbody>
</table>

**Total available Points** 100

**Reminder:** Offers that do not meet all the mandatory requirements on stage 1, will not be considered for stage 2

11.1.3 **Pricing Evaluation Breakdown**

Pricing will be scored based on a relative pricing formula using the rates provided by the proponent in the price schedule Form.

Each Proponent will receive a percentage of the total possible points allocated to price; by dividing that Proponent’s price into the lowest bid price.

For example, if the lowest bid price is $120.00, that Proponent receives 100% of the possible points (120/120 = 100%), a Proponent who bids $150.00 receives 80% of the possible points (120/150 = 80%) and a Proponent who bids $240.00 receives 50% of the possible points for that Group (120/240 = 50%).

(Lowest rate / 2nd lowest rates) x Total available points = Score for proposal with 2nd lowest rate

(Lowest rate / 3rd lowest rates) x Total available points = Score for proposal with 3rd lowest rate

Et cetera for each proposal.

11.1.4 **Tie score**

In the event of a tie score on any item or list of items with other things being equal, the Board will take into consideration the nature of the service given by any or all of the bidders concerned in any previous dealings they may have had with the Board.

If the Board does not have any previous experience working with any or all of the bidders concerned and the Board intends to select one of the tied Respondents, the Lead Respondent will be selected on the basis of tossing a coin.
12. **Bid Award**

12.1 The Board intends to award the Contract to the Bidder whose proposal is the most acceptable in light of criteria’s such as credibility, capacity of the Bidder to render timely services, available machinery and manpower, quality of services and cost. The Board reserves the right to accept any one, or more, or all Bids if it is in its best interest and is not bound to accept the lowest or any bid. Notwithstanding the foregoing, the Board reserves the right to eliminate any or all items from a Bid, or to reject any or all Bids and not proceed with a Contract. The lowest or any Bid will not necessarily be accepted.

12.2 The Board reserves the right to cancel the Bid at any point in the process without liability. The Board reserves the right not to proceed with the Bid process, or to cancel the opportunity after Bids are received, if the budget for the process is not sufficient. Proposals are deemed not to meet the requirements of the process, funding is curtailed, or for any other reason determined to be detrimental to the Board’s best interests. The Board shall, at its sole discretion, be the only determiner of the acceptability and suitability of all or any one or more items or services tendered for the purpose for which such items or services are required. The Board’s interpretation of all Bid clauses shall prevail. In addition, the Board reserves the right to invalidate any Bid from a Bidder:

12.2.1 Who has threatened or is currently involved in any legal disputes with the Board with respect to any previously awarded Bids, whether or not such legal disputes arise prior to or subsequent to the issuance of the Bid; or

12.2.2 Whose past performance has been unsatisfactory with respect to any previously awarded Bid, in the sole and unfettered discretion of the Board, whether or not such unsatisfactory performance occurs prior to or subsequent to the issuance of this Bid. For greater certainty, where the Board cancels this process, the Board may do so without providing reasons, and the Board may thereafter issue a new process, sole source or do nothing.

12.3 The Board will forward the results notification to all proponents that submitted a bid either by email or mail or by public post in the same manner as the Bidding documents were posted. **Only** the name of the successful Proponents will be disclosed.

12.4 Unsuccessful bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Board’s Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the
12.5 In the event that a bidder wishes to review the decision of the Board in any respect of any material aspect of the bidding process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the Purchasing Manager within ten (10) days of such a debriefing. Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.

12.6 A protest in writing shall include the following:

12.6.1 A specific identification of the provision and/or procurement procedure that is alleged to have been breached;

12.6.2 A specific description of each act alleged to have breached the procurement process;

12.6.3 A precise statement of the relevant facts;

12.6.4 An identification of the issues to be resolved;

12.6.5 The Bidder’s arguments and supporting documentation; and

12.6.6 The Bidder’s requested remedy.

12.7 The Manager will respond, in writing, to the Bidder within ten (10) days of receiving the protest. The Manager’s decision, in consultation with the Chief Business Officer or his delegate, shall be considered final and conclusive.

12.8 Dispute resolution process - The parties agree that in the event of a dispute or alleged breach of the Contract they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management, and then if necessary use mutually agreeable alternative dispute resolution prior to resorting to litigation. In the event that the parties fail to mutually agree within sixty (60) days after attempts at internal resolution and arbitration as noted below have failed, either party may resort to litigation.

12.9 Arbitration – In the event of a dispute arising in connection with this Request for Proposal process, including a dispute as to whether the Proposal of any Proponent was submitted on time or whether a Submission is compliant, the Board, in its unqualified subjective discretion, may refer the dispute to a confidential arbitration before a single arbitrator with knowledge
of procurement/bidding law and practice at Toronto, Ontario, pursuant to the Arbitration Act (Ontario), as amended. In the event that the Board refers the dispute to arbitration, the Proponent agrees that it is bound to arbitrate such dispute with the Board. Unless the Board shall refer such dispute to arbitration, there shall be no arbitration of such dispute.

12.9.1 In the event that the Board refers the dispute to arbitration, the Board and the Proponent agree that they shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

13. **Cancellation**

13.1 The Board may withdraw this Stipulated bid opportunity at its discretion during the Bid period or after the closing date without awarding any contract.

**END OF SECTION 001**
GENERAL TERMS AND CONDITIONS

1 Contract Documents

1.1 The Contract shall consist of a written agreement based upon all instructions, specifications, terms and conditions stipulated herein and supplemented by the successful proponent’s Bid.

1.2 The Contract shall also include all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties.

2 Standard Form Agreement

2.1 Once a successful bidder has been selected a standard form agreement outlining the terms and prices awarded to the bidder will be signed by both parties.

3 Guarantee

When applicable,

3.1 The Proponent must state the guarantee period and conditions for all products. During the guarantee period the Contracting Firm must make good of any defect in the whole of the work of the Agreement at no cost to the Board. Unless otherwise indicated, the guarantee period shall be for twelve (12) calendar months duration beginning from the time that the work has been accepted as complete for final payment;

4 Police vulnerable Sector checks

4.1 The successful Proponent will be required to provide a written confirmation proving that none of its employees, subcontractors or suppliers attending at the Project site have a Police vulnerable sector records. This confirmation will be sent to the school’s principal within Twenty (20) business days upon award of the contract and for multi-annual contract, on an annual basis for the length of the relationship between the Board and the successful Proponent.

5 Copyright

5.1 The Successful Proponent shall, at its expense, defend all claims, actions or proceedings against the Board charging that the goods and services or any part thereof provided by the Supplier to the Board infringe any patent, industrial design, copyright trademark, trade
secret or any other proprietary right enforceable in Canada. The Supplier shall indemnify and save harmless the Board from and against any and all claims, demands, damages, losses, lawsuits, other proceedings, causes of action, liabilities, civil or criminal penalties and charges, costs and expenses (including, without limitation, reasonable legal fees) arising out of or attributable to the Board not being the sole owner of the plans, drawings, specifications, designs, calculations, estimates, computer records, construction records and other documents prepared by or for the Supplier, or arising out of or attributable to any of the aforesaid not being original works or infringing the copyright or any other right of any other Party.

6 Applicable Regulations

6.1 All Proposals are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (Ontario) regarding information which may be provided to the Board. The Board will make every reasonable effort to protect the confidentiality of information and documentation submitted by a Bidder as part of a Proposal, except as may otherwise be required by law or by order of a court or other competent authority. Bidders are advised that Proposals will, as necessary, be disclosed on a confidential basis to the Board’s Evaluation Committee for the purposes of evaluating or participating in the evaluation of Proposals. A Bidder should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is otherwise to be maintained by the Board. By submitting a Proposal, including any personal information requested in this process, Bidders agree to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes. For the purposes hereof, “personal information” means recorded information about an identifiable individual or that may identify an individual.

6.2 The Board is committed to the highest possible standards for accessibility. Supplier(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429/07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), the Board has
established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. These policies, practices and procedures are available for review at: https://www.cscmonavenir.ca//publications/politiques/ADM.28.pdf

6.3 Suppliers are required to comply with All Federal, Provincial and Municipal codes, by-laws and procedures, which may be in effect during the Term of the Agreement and which apply to the Deliverables to be provided by the Supplier.

7 Board Policies

7.1 The Contractor must observe all Board policies and procedures including but not limited to:

7.1.1 All properties owned by the Board are non-smoking facilities by the virtue of the Tobacco Control Act (Ontario) and Board policy (Policy ADM.20).

7.1.2 Racial and Ethno Cultural Harassment (Policy PER.20);

7.1.3 The Contractor must refrain from bringing food or food products on Board premises which may cause a severe allergic reaction;

7.1.4 No person who is impaired by alcohol or drugs will enter and/or remain on Board property.

8 Worker’s Safety and Insurance

8.1 The Contractor shall submit to the Board at the time of entering into the Contract a satisfactory Certificate of Clearance from the Ontario WSIB. The Board may, at any time during the performance or upon completion of the Contract, require a further declaration that all such assessments or compensations have been paid.

8.2 Health & Safety Policy and Procedures.

8.2.1 The Bidder shall submit their Health and Safety Policy and/or Procedures/Manual.

9 Insurance

9.1 At the time of entering into the contract, the successful bidder shall provide to the Board and maintain at his own expense, a policy of General Liability Insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire contract period. The General Liability Insurance shall name Le Conseil scolaire catholique Mon Avenir as an Additional Insured with limits of no less than five million dollars ($5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. The liability insurance shall contain an
endorsement to provide the Additional Insured with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insured."

9.2 The **successful** bidder shall maintain at its own expense the following additional insurances:

9.2.1 Insurance for Contractor’s vehicles owned or leased, third party liability insurance policy in the minimum amount of $2 million ($2,000,000.)

9.2.2 Insurance against any loss or damage to his own property or machinery while on Board’s property for this Project.

9.2.3 The proof of any other insurance must be provided to the Board within five (5) working days after being notified of being awarded a contract for future Projects.

**10 Subcontracting**

10.1 Unless stated otherwise, the Board will not permit the Contractor to use a Sub-Contractor(s) /Supplier(s) without its prior written approval. If requested by the Board, the Bidder will submit a list of all Sub-Contractors/major suppliers to be used on the project. Failure to provide this information may place the Bidder at risk of disqualification. No changes to this list will be permitted without the approval of the designated representative. The Board reserves the right to refuse a Sub-Contractor and/or supplier and this decision will be final.

10.2 Any work undertaken by sub- contractors shall in no way relieve the Bidder of his/her responsibilities to the Board under the terms and conditions of this Contract. The Board will hold the Contractor fully responsible for the acts and omissions of the Sub-Contractor(s) and/or major supplier(s) and of persons directly or indirectly employed by the Sub-Contractor, as for the acts and omissions of persons directly employed by the Contractor.

10.3 The Contractor agrees to bind every Sub-Contractor and/or supplier by all terms of the Contract. The Contractor must be prepared to take overall responsibility for the successful performance of the Contract and for the final Work. These arrangements shall be clearly defined in the Bid.
11 Pricing

11.1 The prices submitted in the Price Schedule Electronic Form of the Bid Documents must be in Canadian funds; excluding all Value Added Taxes.

11.2 All submitted prices must include all travel and transportation expenses to and from all sites.

11.3 No allowance will be made for errors or difficulties that arise from the Bidders improper evaluation of the scope of work required to fulfill their obligation under this Contract.

12 Taxes

12.1 Harmonized sales tax (HST)

12.1.1 Prices quoted shall be exclusive of the Harmonized Sales Tax (HST).

12.1.2 The amount of HST shall be shown as a separate item on each invoice.

12.1.3 The contractor shall submit to the Board its HST registration number.

13 Conflict of interest

13.1 The Contractor must complete the Conflict of interest Electronic Form.

13.2 If the Contractor fails to disclose a conflict of interest as required or fails to resolve any conflict, the Board retains the right to terminate the contract immediately.

14 Amendments

14.1 If, at any time during the agreement, the parties consider it necessary to make any amendment or alteration to the agreement, the change will be made in writing, signed by both parties and will become part of the agreement.

15 Default Notice and Cancellation

15.1 The Board reserves the right to cancel the Contract without notice if a successful Bidder is in breach of its Contract, or if inferior quality of services are provided, or in the event of non-fulfilment of service. Should this occur, no payment will be made for such.

15.2 If the Contractor should be deemed bankrupt, or makes a general assignment for the benefit of creditors because of the Contractor’s insolvency, or if a receiver is appointed because of the Contractor’s insolvency, the Board may, without prejudice to any other right or remedy.
by giving the Contractor or receiver or trustee in bankruptcy notice in writing, terminate the Contract.

15.3 If the Contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and if the Contractor has given a written statement to the Board that sufficient cause exists to justify such action, the Board may, without prejudice to any other right or remedy, notify the Contractor in writing that the Contractor is in default of the Contractor’s contractual obligations and instruct the Contractor to correct the default in the five (5) working days immediately following the receipt of such notice.

15.4 If the default cannot be corrected in the 5 working days specified, the Contractor shall be in compliance with the Board’s instructions if the Contractor:

15.4.1 commences the correction of the default within the specified time, and
15.4.2 provides the Board with an acceptable schedule for such correction, and
15.4.3 corrects the default in accordance with such schedule.

15.5 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, without prejudice to any other right or remedy the Board may:

15.5.1 correct such default and deduct the cost thereof from any payment then or thereafter due, or
15.5.2 terminate the Contractor’s right to continue with the work in whole or in part or terminate the Contract.

15.6 The Board reserves the right to terminate the Contract upon giving thirty (30) days written notice for just cause without cost or penalty to the Board and without liquidation damages. Examples of just cause include, but are not limited to:

15.6.1 Curtailment or reduction of funding
15.6.2 Unanticipated cancellation of a program
15.6.3 Closing of a location

16 Termination of the Contract

16.1 The Board reserves the right to terminate the Agreement without cause prior to expiration of any Term with Ninety (90) days written notice to the successful Contracting Firm.
16.2 The Board reserves the right to terminate the Agreement with thirty (30) days written notice if:

16.2.1 required by legislation;

16.2.2 changes in code;

16.2.3 a new Board of Trustees, elected during the term of the Agreement, decides that the Agreement should be cancelled for whatever reason;

16.2.4 price changes offered to the Board through the life of the Agreement are not acceptable.

16.3 If the Board terminates prior to expiration, the Board will only be responsible for costs incurred by the Contracting Firm in connection with the Agreement up to the termination date. Upon termination, the Contracting Firm will within thirty (30) days return everything produced to date in attempting to carry out the work, and will return everything given to it by the Board.

16.4 The notice of termination will be given in writing by personal delivery, fax, email or ordinary prepaid mail, sent to the address of record.

17 Right to Contract for Identical or Similar Goods

17.1 By entering into a Contract, the Board shall not limit its right to Contract for identical or similar goods from other sources should the Bidder be unable to supply the required item or service within the required time frame where specified herein.

18 Communication

18.1 All notices, instructions, request, written documents and similar forms of communication coming from the Successful Proponent to the Client/Owner (School Board) shall be addressed to school’s principal.

18.2 It is the Contractor’s responsibility to ensure that all their contact details such as Contact person’s name, telephone numbers and Email addresses are updated on the Board Vendors Of Records directory as well as on any electronic bidding system such as Biddingo, Merx, Bids&Tenders, etc.

18.3 For the Board to update any contractor’s contact details in its VOR directory, the contractors must send all notices for such changes to the school’s principal.
END OF SECTION 002
Specifications and Scope of Work

1. Overview

1.1 The purpose of this Bid opportunity is to enter into a contract with prospective proponent (s) for Services of Cafeteria Operator (“Services”) at:

A. École Catholique Monseigneur-Jamot – 2350 boulevard Woodglade, Peterborough K9K 2J6

B. École Catholique Pape-François - 276 boulevard Sunset, Stouffville L4A 3R1

C. ESC Saint-Charles-Garnier - 4101 Baldwin Street South, Whitby L1R 2W6

D. ESC Sainte-Trinité - 2600 Grand Oak Trail, Oakville L6M 0R4

E. ESC Jean-Vanier – 620 River Road, Welland L3B 5N4

F. ESC Père-René-de-Galinée – 450 Maple Grove Road, Cambridge N3H 4R7

G. ESAC Mère-Teresa – 50 Lisgar Court, Hamilton L8T 4Y4

1.2 The Services are further discussed in 3. Description of Deliverables hereunder

1.3 The Board is seeking for Up to seven (7) vendors for the seven (7) schools. **Proponents may submit a bid for one or several schools sites.**

**Note:** Although Proponents may bid for several schools, the Board reserves the right to award only one of the schools. Any conditional bids will be subjected to disqualification.

1.4 Anticipated start date for the contract is different for every school and can be planned as the following:

<table>
<thead>
<tr>
<th>Schools names</th>
<th>Anticipated Contract Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>École Catholique Monseigneur-Jamot – Peterborough</td>
<td>February 2018</td>
</tr>
<tr>
<td>École Catholique Pape-François – Stouffville</td>
<td>February 2018</td>
</tr>
<tr>
<td>ESC Saint-Charles-Garnier - Whitby</td>
<td>September 2018</td>
</tr>
<tr>
<td>ESC Sainte-Trinité - Oakville</td>
<td>September 2018</td>
</tr>
<tr>
<td>ESC Jean-Vanier - Welland</td>
<td>September 2018</td>
</tr>
<tr>
<td>ESC Père-René-de-Galinée - Cambridge</td>
<td>September 2018</td>
</tr>
</tbody>
</table>
1.5 The number of students per school for school year 2017-2018 is:

<table>
<thead>
<tr>
<th>Schools names</th>
<th>Total number of students School year 2017-2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>École Catholique Monseigneur-Jamot – Peterborough</td>
<td>225</td>
</tr>
<tr>
<td>École Catholique Pape-François – Stouffville</td>
<td>274</td>
</tr>
<tr>
<td>ÉS C Saint-Charles-Garnier - Whitby</td>
<td>515</td>
</tr>
<tr>
<td>ESC Sainte-Trinité - Oakville</td>
<td>514</td>
</tr>
<tr>
<td>ESC Jean-Vanier - Welland</td>
<td>497</td>
</tr>
<tr>
<td>ESC Père-René-de-Galinée - Cambridge</td>
<td>594</td>
</tr>
<tr>
<td>ESAC Mère-Teresa - Hamilton</td>
<td>304</td>
</tr>
</tbody>
</table>

**Note**: these numbers are given as an indication and do not constitute a commitment from the Board.

2. **Contract Period**

2.1 Should a bid be accepted, the Contract is intended to be awarded as follows:

2.1.1 For schools École Catholique Monseigneur-Jamot; École Catholique Pape-François and École Secondaire Académie Catholique Mère-Teresa:

   A. Starting date: upon award;

   B. End of initial term: last day of school year 2019-2020.

2.1.2 For schools ESC Saint-Charles-Garnier; ESC Sainte-Trinité; ESC Jean-Vanier and ESC Père-René-de-Galinée:

   A. Starting date: first day of school year 2018-2019;

   B. End of initial term: last day of school year 2019-2020.

2.2 Upon completion of the initial term, and at the sole discretion of the Board and pending approval of performance and evaluation criteria, the Board may renew the contract for up to three (3) additional one (1) year period.
3. Description of Deliverables

3.1 During the term of the Agreement, the Operator will be responsible, at a minimum, for:

3.1.1 Preparing and serving meals, a la carte items, and other such food and beverage items as shall be required by the Board **for grade 7 to 12 students**.

3.1.2 Preparing pre-established meals menus to be delivered in classrooms **for students from Junior Kindergarten to grade 6**.

3.1.3 The Board requires the items for Breakfast and/or Lunch per school day.

3.1.4 The Contract may include the responsibility and maintenance of all vending machines in the School site.

3.1.5 It is the expectation of the Board that the Operator will be fully functional:

   A. For the first day of school year 2018-2019 for schools ESC Saint-Charles-Garnier; ESC Sainte-Trinité; ESC Jean-Vanier; ESC Père-René-de-Galinée, **OR**

   B. Upon award for the schools École Catholique Monseigneur-Jamot; École Catholique Pape-François; ESAC Mère-Teresa. **The effectif Start date will be discussed with the Successful Proponent together with the Principal of the school.**

3.2 Cafeteria Hours and Nutrition Breaks

3.2.1 Although regular cafeteria hours of operation within the Board are from **8:00am and 1:30pm**, upon award, cafeteria hours of operations will be mutually agreed between the school’s principal and the successful proponent according to the school’s policies.

3.2.2 The Cafeteria will be operational on hours agreed by the school’s principal and the successful proponent **from Monday to Friday**, with the exception of Statutory Holidays and Professional Activity (PA) Days.

3.2.3 The Cafeteria will run exclusively from the first day of school to the last day of school and will not operate under any circumstances during school’s holidays (Christmas holidays, March break and summer vacations).

3.2.4 Should the cafeteria operator need to operate beyond the regulars hours of operations agreed upon, a facilities use permit must be required as per the Board policies for community events.
3.3 Services of the Operator – Cafeteria Operations

3.3.1 The services to be provided by the successful proponent shall include and be subject to the following:

A. Operation of the Cafeteria at the expenses of the Operator including purchasing of all food and other supplies, maintenance of adequate inventories, and the production and processing of all foods, utilizing proven formulae and exact food preparation controls;

B. Be responsible for all losses from the operation of the cafeteria;

C. Planning of menu patterns and the development of imaginative, innovative, healthy menus that combine high standards of nutrition, are appealing to the appetite; and are age-appropriated to each group.

D. Maintaining a reasonable cash flow, an adequate inventory of food and other supplies necessary for the operation of the Cafeteria, and to pay the same when due and payable;

E. Hiring, training, supervision and discipline of the personnel necessary for the efficient operation of the Cafeteria (the “Operator’s Employees”);

F. Maintaining a necessary cash flow to pay the salaries, wages and benefits of the Operator’s Employees in the operation of the Board’s Cafeteria, and to pay the same when due and payable;

G. Providing regular training to the Operator’s Employees on topics such as dealing with life-threatening anaphylactic allergies, including but not limited to how to recognize symptoms of an anaphylactic attack and how to respond to life-threatening allergic reactions. This in-service shall include how to administer medication (e.g. Epipen);

H. Providing training to the Operator’s Employees on the nature and causes of listeriosis and salmonella poisoning, including but not limited to the steps necessary to minimize the risk of listeria and salmonella, with reference to the Canadian Food Inspection Agency Guidelines;

I. Performing an annual inspection, at its own expenses, by a certified inspector of all Cafeteria equipment to ensure that no equipment houses the listeris monocytogenes bacteria. The Operator shall forthwith provide written proof of such inspection upon request by the School;

J. Implementing sanitary procedures and controls. The Operator acknowledges that all equipment must be cleaned and maintained in accordance with Municipal/Regional/Provincial health regulations;

K. Assigning to the school a Contact Person to work in conjunction with the Principal (or designated agent) and the daycare manager (or daycare supervisor), if applicable,
monitor items such as: quality of food/variety of food; service/suitability of personnel; weekly specials/daily menu, special celebrations and compliance to new regulations;

L. Providing attractive display materials encouraging good nutritional habits, subject to the School’s poster/notice display policy; The display material must be of a large format and readable from a distance;

M. Making all necessary effort to recognize and support the local rural economy and use of local suppliers whenever possible.

3.3.2 **The operators agrees:**

A. To submit a Monthly menus to the School’s Principal for approval;

B. To provide daily specials, which are repeated infrequently to offer students and children an interesting variety of food.

C. To Supply variety of fresh fruit, salads and/or salad bar with a variety of toppings and dressings that are to be made available every school day;

D. To prepare both hot and cold foods and beverages to be made available for breakfasts and lunches.

E. To prepare peanuts and treenuts free meals and snacks.

F. To offer for breakfast and lunch, options of meals and snacks free of food Allergens such as milk, eggs, seafood and wheat.

G. To supply of condiments in a bulk format, eliminating the individual condiment package;

H. To supply nutritional analysis fact sheets to be posted upon request and available for distribution upon request to students, parents and staff;

I. To consult with a dietician in order to ensure that healthy, well-balanced meals are offered and presented in an appetizing manner in accordance with Canada’s Food Guide;

J. To offer to students and staff at least Two (2) payment methods such as, but not limited to: cash, cheque, credit card, electronic payment.

K. To perform daily cleaning of the entire kitchen, servery and preparation areas including the daily collection of trays, cups, dishes and cutlery to ensure that the premises is maintained in a clean and sanitary condition and continual wiping of tables in the kitchen and servery areas. Provision of daily sweeping of servery and kitchen floor area and clean-up of “emergency” spills during the operating hours. The intent, should a spill occur in this area, especially during the noon hour when everyone is in a rush, the Operator’s personnel will
not wait until a custodial staff member is available to clean the spill, but would immediately initiate a clean-up sufficient enough to prevent any possible hazard and advise the on-site custodial staff of the potential for a heavy duty cleaning that day rather than a damp mopping being required;

L. To provide the necessary supplies for cleaning of all food preparation equipment, dishware and cutlery used in delivering the food service and to provide a list of the products that would be used for cleaning;

M. To keep all garbage and refuse in the provided covered containers in the area designated and remove all garbage and place in an area specified by the Board for disposal by the custodial staff. Keep all recyclable materials in the appropriate recycle containers. Break down/flatten and tie recyclable cardboard ready for recycling;

N. To adopt all reasonable measures to prevent waste or damage to premises, and to inform the Board of all required repairs and replacements, and the performance of all repairs. The Operator agrees to adopt in its operation of the Cafeteria the “Three R’s”: Reduce; Re-use; and Recycle, on a daily basis;

O. To replenish, at its own expenses, all necessary loose equipment of the type and quality acceptable to the Board including, without limiting the generality of the foregoing, pots and utensils, dishes, cutlery and glassware necessary for the operation of the Cafeteria;

P. To clean, to maintain and to repair at its own expenses all food service equipment including, without limitation, grease removal and the cleaning of grease traps on a regular basis as determined by the Purchaser. Necessary equipment repairs/replacement and installation of replacement equipment will be performed by appropriately certified trades persons acceptable to the Board;

**Note:** In the event that the Operator requires other equipment, any purchase of equipment must be approved by the Board and must be CSA, UL or Ontario Hydro approved and shall bear labelling showing such approval of the assembly. All items must have 3-prong grounded electrical plugs. The Board reserves the right to have the equipment removed from the site until properly modified to meet the required approvals. The Operator shall ensure that any machine, device, tool, equipment or service to the Board complies with the Occupational Health & Safety Act and Regulations for Industrial Establishments. The “Burden of Proof” rests with the Operator;
Q. To comply with the School Food and Beverage Policy, **PPM 150**. Some information as follows:

i  In January 2010, the Ministry of Education introduced the School Food and Beverage Policy, PPM 150 that includes nutrition standards for food and beverages sold in schools to take effect on September 1, 2011. All food and beverages sold in schools for school purposes must meet the nutrition standards set out in the policy. The policy will apply to **food and beverages** sold:

- in all venues on school property such as cafeteria, vending machines and tuck shops;
- through all programs, including catered lunch programs; and
- at all events on school property, including bake sales and sport events.

ii  As of September 1, 2011 meals are to be presented in an appetizing manner in accordance with **Policy/Program Memorandum No. 150 School Board and Beverage Policy**. There are three (3) categories of food products noted in the Policy:

- **Healthiest (Sell Most)** – These products are the healthiest options and generally have higher levels of essential nutrients and lower amounts of fat, sugar, and/or sodium. They must make up at least 80 per cent of all food choices. For example, if a cafeteria offers 10 items for sale, at least eight must fall under the "sell most" category.

- **Healthy (Sell Less)** – Compared to "sell most" products, these products may have slightly higher amounts of fat, sugar, and/or sodium. They cannot make up more than 20 per cent of all food choices that are available for sale.

- **Not Permitted** – These are products that generally contain few or no essential nutrients and/or contain high amounts of fat, sugar, and/or sodium (e.g., deep-fried and other fried foods, confectionery). Food and beverages in this category may not be sold in schools.

iii  In addition, on September 1, 2008 the Healthy Food for Healthy Schools Act and Trans Fat Regulation came into effect. The regulation requires schools to ensure that trans fat is not present in food and beverages sold on their premises. This includes baked goods, packaged snack food and deep fried food among others.

3.3.3 The operator agrees to comply with the following Board’s Policies:
A. **Environmental-friendly practices** in the cafeteria, such as reusable, disposable, and/or biodegradable dishware and cutlery, composting where available, phosphate free dish/dishwasher detergent, and working with the School Principal and/or the Daycare manager or supervisor to implement Board approved environmentally-safe practices when the need arises;

B. **Energy efficient practices** in cafeteria, such as, but not limited to, turning off burners and ovens daily and night after usage;

3.4 **Services of the Board**

3.4.1 The Board will provide to the operator the necessary space to operate the cafeteria including a kitchen that will be completely enclosed (with provision for it to be locked) and furnished with sinks, a dishwasher where space permits, refrigerated space, stoves, storage space for food, cash drawer, HVAC equipment such as fans and exhaust fans and other equipment required for the preparation and serving of food;

3.4.2 Provide all utilities including hot and cold water, electricity, gas, heating fuel and washroom facilities during the hours of operations;

3.4.3 Comply with all regulations, statutes or other requirements of any municipal, provincial or federal body relating to the supply of facilities, equipment and utilities for the operation of the said cafeteria;

3.4.4 At its expense, provide adequate means of garbage storage, disposal and/or removal;

3.4.5 At its expense, provide the maintenance, decoration and repair of the basic physical structure;

3.4.6 At its expense, provide adequate venting of the kitchen through its building automation system programmed based on the cafeteria hours of operation as herein set out. Bypassing the automation system will not be permitted unless there is an emergency.

3.4.7 At its expense, provide rodent and pest control;

3.4.8 At its expense, provide replacement of drapes and light bulbs when deemed necessary by the Board;

3.4.9 Provide access to washroom facilities with paper products & soap for the Operator’s personnel. Cleaning of washroom floors and fixtures will be done by the Board’s custodial staff;

3.4.10 At its expense, provide safety inspections of fire extinguishers & other related fire safety equipment;

3.4.11 Provide regular daily damp mopping of all floor surfaces in the cafeteria;
3.4.12 Provide regular cleaning of ceiling, walls above a height of six (6) feet, light fixtures and drapes.

3.5 **Catering Services for schools events**

3.5.1 The school has scheduled Professional Activity (PA) Days throughout the year where catering may be requested for staff. The school will have the full right to request such catering from another source. The school may request catering and prices from the Operator. The Operator will have right of refusal.

3.5.2 The school may throughout the year request catering for daycare events, individual classrooms or grades (school meals). The school will have the full right to request such catering from another source. The school may request catering and prices from the Operator. The Operator will have right of refusal.

3.6 **Fundraising**

3.6.1 Time to time throughout the school year, the schools will be running on site food sales events (such as Pizzas days or crêpes days) to raise some money for students events. The school will have the full right to forbid the Operator to sell some items during those events and/or to restrict the Operator’s operations. The school may request catering and prices from the Operator to support those events. The Operator will have right of refusal.

3.6.2 Upon award, a calendar of school events and terms will be discussed between the school’s principal and the successful proponent(s).

3.7 **Classroom Food Program**

3.7.1 When the school runs a “classroom Food” program or a “Planning for independence” program, throughout the school year, students from these programs may occasionally be required by the school to showcase and/or sell their products on site to the school attendees.

3.7.2 The school reserves the right to forbid the Operator to sell some items during those events and/or to restrict the Operator’s operations.

3.7.3 In the event that students from “classroom Food” program or “Planning for independence” program would like to access the kitchen or the servery area to run an event,

A. at any time during the Term of the contract, the cafeteria operator shall not restrict them to do so;
B. at such time, the principal and the operator will mutually agree on operational terms that
benefit both the program and the cafeteria.

3.7.4 Upon award, a calendar of school events and terms will be discussed between the
school’s principal and the successful proponent(s).

3.8 Vending Machines
3.8.1 Based upon the existing school’s agreement regarding the vending machines, the Cafeteria
operator may be responsible of all vending machines that may be installed in the school
site.

3.9 Revenue
3.9.1 The Operator shall guarantee the Board against financial loss arising from the operation of
the Cafeteria.

3.9.2 The Operator may be required to provide annual financial statements to the School’s
Principal.

3.9.3 At the end of the Operator’s fiscal year, the Board may request the Operator to provide an
externally audited gross sales volume statement.

3.10 Audit Compliance
3.10.1 The Operator is hereby notified that the Board can and will conduct surprise audits to
determine compliance to all facets of the contract, including compliance to PPM 150. Should
the Operator be found to be in non-compliance of any facet of this contract, said Operator
will be disciplined and could potentially be terminated.

3.11 Menus, Pricing and Nutritional Analysis
3.11.1 Upon award, the successful proponent must submit to the Board for approval a complete
price list per serving size of:

A. Main Food and Beverage items that will be served on the regular basis by the operators

B. Breakfasts and Lunches menus

3.11.2 All submitted and approved price shall be firm for the first two (2) years term of the
Agreement. No variation will be permitted except in the instance of variation due solely to
an increase or decrease in the rate of eligible taxes, beyond the control the Operator,
occuring after the date and time of the approval of the Proposal.
3.11.3 Pricing will be reviewed with the Operator prior to any extension of the contract at the end of Year Two (2) of the Agreement and every year thereafter.

3.11.4 The Board reserves the right to fully negotiate all proposed menu items and price increases.

3.11.5 The Operator is responsible for all custom duties, excise taxes, and taxes in respect to the ordering of goods for the Agreement.

3.11.6 Any additional menu items, including prices and portion sizes, will be agreed upon and approved by the School Principal or approved designate.

3.11.7 The Operator shall submit a Monthly menu for review and approval to the School Principal.

3.11.8 The Operator shall have nutritional facts of all food being served in the cafeteria available for posting in the school upon request by the School Principal, as well as for quick distribution to students, parents, and/or the Board or daycare’s staff.

3.12 Promotion and Sponsorship Program

3.12.1 The proponent can at its choice – without being limited - offer a sponsorship program such as a contribution to the school of a percentage (%) of the yearly gross sales and/or a participation, time to time, in school’s fundraisings, and so on.

3.12.2 The program will be considered during evaluation of the Proposal.

3.13 Permits, Licenses and Approvals

3.13.1 Proponents shall obtain all permits, licences, and approvals required in connection with the supply of the Services. The costs of obtaining such permits, licences, and approvals shall be the responsibility of, and shall be paid for by, the Proponent.

3.13.2 Where a Proponent is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by the Board shall be considered an approval by the Board for the Proponent to carry on such activity without the requisite permit, licence, or approval.

3.14 Environmental

3.14.1 The Board supports environmental initiatives to reduce, reuse, and recycle wherever possible.

3.14.2 The Operator is obliged to co-operate with all recycling and environmental procedures and initiatives established by government, the Board and the Schools. This includes source separation of waste in the food preparation (kitchen) areas as per local requirements. If
composting service is provided, organic waste from food preparation will also be diverted from the waste stream in the kitchen area.

3.14.3 The Operator is expected to actively engage in environmentally sensitive and healthy practices where at all possible, including the following:

A. Establish and operate an appropriate organics diversion program for kitchen food waste

B. Participate in the School’s recycling program

C. Encourage the use of reusable dishware and cutlery and discourage the use of Disposables

D. Carry a balanced menu including the selection of healthy less processed foods; offer organic and fair-trade food items; education on the importance of healthy eating

E. Purchasing food locally and bulk-packaged where possible

F. Adopt in its operation of the Food Services the “Three R’s” Reduce, Re-Use and Recycle, on a daily basis

END OF SECTION 003
APPENDICES

The following documents form part of the Bidding Document:

- École Catholique Monseigneur-Jamot_Kitchen Floor Plan
- École Catholique Pape-François_Kitchen Floor Plan
- ESC Saint-Charles-Garnier_Kitchen Floor Plan
- ESC Sainte-Trinité_Kitchen Floor Plan
- ESC Jean-Vanier_Kitchen Floor Plan
- ESC Père-René-de-Galinée_Kitchen Floor Plan
- ESAC Mère-Teresa_Kitchen Floor Plan
BID FORMS
STIPULATED REQUEST FOR PROPOSAL

Project Title: RFP-2018-01_ Cafeteria Operator at Various Schools

Declarations

We hereby declare that:

(a)  no person, firm, corporation other than the undersigned has any interest in this Stipulated Bid opportunity or in the proposed Contract for which this Proposal is made;
(b)  this Stipulated Bid opportunity is opened to acceptance for a period of 90 days.

SIGNED AND SUBMITTED for and on behalf of:

Name of the Proponent__________________________________________________________

Name and title of the authorized signing authority____________________________________

_________________________  ________________________
Signature              Date

Witness

Name and title of the person signing_________________________________________________

_________________________  ________________________
Signature              Date

Where legal jurisdiction or Owner requirements call for:
- proof of authority to execute this Proposal; attach such proof of authority in the form of a certified copy of a resolution naming the representative(s) authorized to sign this Bid for and on behalf of the Corporation or Partnership; or
- the affixing of a corporate seal, this Proposition should be properly sealed

Initials______________
WSIB EXEMPTION FORM

1. Statement for Exemption from Ontario WSIB

1.1 The undersigned, my estate, and/or workers confirm exemption from Ontario WSIB registration requirements due to the fact (check off appropriate statement)

___ Our company is owned and operated by Independent Operators and do not employ workers

___ We are a Non-Resident Consultant/Vendor where our Worker(s) work(s) 5 or fewer days in the course of a year in the Province of Ontario

1.1 While not covered by the Ontario WSIB, the undersigned, my estate, and/or workers hereby agree to indemnify and save harmless the Board and its employees from all actions, suits, claims, demands, costs and damages arising by reason of a work related injury or death to my Person, Partners or Workers which would normally be covered by the Ontario Workplace Safety and Insurance Board while carrying out the work which I may be awarded as a result of this Tender and that for the duration of the Contract.

It is also understood that should the nature of my business change requiring the hiring of additional staff, or that current Worker(s) will work or are likely to work more then 5 days in Ontario, I will ensure that the appropriate Workplace Safety & Insurance Board of Ontario Registration is taken immediately and will provide the Board with a copy of the documentation as proof of coverage. A copy of the Ontario WSIB Clearance Certificate will be supplied to the Board as soon as it is available.

1.3 Should my firm be awarded all or any portion of this Bid, which would require that certain of my Independent Consultant(s) be assigned to fulfill my contractual obligations, I will ensure that any and all workers designated will complete a copy of the Independent Operators “Statement of Exemption from Ontario WSIB” waiver and submit a copy to the Purchaser within five (5) working days from the official notice of award date.

Company Name________________________________________

Printed Name of Authorized Signing Officer________________________________________

Signature of Authorized Signing Officer _____________________________________________

Witness________________________________________

Date________________________________________
2018-01 - Cafeteria Operator_Various Schools

Opening Date: January 11, 2018 1:00 PM
Closing Date: February 2, 2018 2:00 PM

Online Bid Forms

The following pages are generated by the bidding system and are for reference only. The information must be submitted online through the bidding system.
Proposed Team Structure_ Students effectif between 200 to 400

Please describe your proposed team structure on school sites for Students effectif between 200 and 400 students:
- Positions
- Tasks performed
- Number of staff members assigned to each position

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Proposed Team Structure_ Students effectif over 400 students

Please describe your proposed team structure on school sites with Students effectif over 400 students:
- Positions
- Tasks performed
- Number of staff members assigned to each position

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Ecole Catholique Monseigneur-Jamot

Instructions

1. Please indicate for each key personnel appointed to Board's Project as a key personnel, his/her:
   - Name
   - Title
   - Role in the Board's project
   - Education
   - Professional Certification
   - Professional Affiliations
   - A brief and explicit description of relevant experience performed within the past five (5) years

2. If you only have one (1) key personnel assigned to the project, you must enter "NONE" in the Six (6) mandatory rows under the appropriate column to be able to move out of this table.

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We will not be submitting for Key Personnel Experience - Ecole Catholique Monseigneur-Jamot
Key Personnel Experience - Ecole Catholique Pape-François

Ecole Catholique Pape-François

Instructions

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Key Personnel Experience - ESC St-Chares-Garnier

ESC Saint-Charles-Garnier

Instructions

1. Please indicate for each key personnel appointed to the Board's project as a key personnel, his/her:
   - Name
   - Title
   - Project Role
   - Education
   - Professional Certifications
   - Professional Affiliations
   - A brief and explicit description of relevant experience performed within the past five (5) years

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We will not be submitting for Key Personnel Experience - ESC St-Chares-Garnier

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Key Personnel Experience - ESC Sainte-Trinité

ESC Sainte-Trinité

Instructions

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We will not be submitting for Key Personnel Experience - ESC Sainte-Trinité

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Key Personnel Experience - ESC Jean-Vanier

ESC Jean-Vanier

Instructions

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We will not be submitting for Key Personnel Experience - ESC Jean-Vanier

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<td>Relevant Experience #2</td>
<td></td>
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<tr>
<td>Relevant Experience #3</td>
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<tr>
<td>Relevant Experience #4</td>
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<tr>
<td>Relevant Experience #5</td>
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</tbody>
</table>
**Instructions**

1. Please indicate for each key personnel appointed to the Board’s Project as a key personnel, his/her:
   - Name
   - Title
   - Role in the Board’s project
   - Education
   - Professional Certification
   - Professional Affiliations
   - A brief and explicit description of relevant experience performed within the past five (5) years

2. If you only have one (1) key personnel assigned to the project, you must enter "NONE" in the six (6) mandatory rows under the appropriate column to be able to move out of this table.

---

We will not be submitting for Key Personnel Experience - ESC Père-René-de-Galinée

<table>
<thead>
<tr>
<th>Description</th>
<th>Key Personnel #1</th>
<th>Key Personnel #2</th>
<th>Key Personnel #3</th>
<th>Key Personnel #4</th>
<th>Key Personnel #5</th>
<th>Key Personnel #6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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<td>Project Role</td>
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<tr>
<td>Professional Affiliations</td>
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<tr>
<td>Relevant Experience #1</td>
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<td>Relevant Experience #2</td>
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<td>Relevant Experience #5</td>
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</tr>
</tbody>
</table>
Key Personnel Experience - ESAC Mère-Teresa

ESAC Mère-Teresa

Instructions

1. Please Indicate for each Key Personnel appointed to Board’s Project as a key personnel, his/her:
   - Name - Title - Role in the Board’s project - Education - Professional Certification - Professional Affiliations and a brief and explicit description of relevant experience performed within the past five (5) years

2. If you only have one (1) key personnel assigned to the project, you must enter “NONE” in the Six (6) mandatory rows under the appropriate column to be able to move out of this table.

We will not be submitting for Key Personnel Experience - ESAC Mère-Teresa

<table>
<thead>
<tr>
<th>Description</th>
<th>Key Personnel #1</th>
<th>Key Personnel #2</th>
<th>Key Personnel #3</th>
<th>Key Personnel #4</th>
<th>Key Personnel #5</th>
<th>Key Personnel #6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Project Role</td>
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<td>Education</td>
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<tr>
<td>Professional Certifications</td>
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<td></td>
</tr>
<tr>
<td>Professional Affiliations</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Relevant Experience #1</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Relevant Experience #2</td>
<td></td>
<td></td>
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<tr>
<td>Relevant Experience #3</td>
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<tr>
<td>Relevant Experience #4</td>
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</tr>
<tr>
<td>Relevant Experience #5</td>
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</tr>
</tbody>
</table>

Innovative programs

Please, list and describe up to three (3) innovative programs that you will implement either to promote and to enhance healthy food habits among the students, or to reduce energy and utilities consumption

<table>
<thead>
<tr>
<th>Title</th>
<th>Description</th>
<th>Program’s objective</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Select A Value</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Select A Value</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Select A Value</td>
</tr>
</tbody>
</table>
### Approach and Methodology - Policies

**Instructions:**
Whenever you answer "Yes" to any of the following questions;
1. write "N/A" under the column "explanation" to complete your answer;
2. please be reminded that the Board may request a copy of your Policy to verify your answer before awarding any contract.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Question</th>
<th>Your answer</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Is your company has and maintain a Health and Safety Policy? - if no, please explain why and indicate if any action is currently underway to implement such policy.</td>
<td>Yes No</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Is your company has and maintain a Environmental Management Policy? - if no, please explain why and indicate if any action is currently underway to implement such policy.</td>
<td>Yes No</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Please advise if you and your Personnel will be wearing uniforms while working in the Cafetaria - if no, please indicate if any action is currently underway to implement such practice</td>
<td>Yes No</td>
<td></td>
</tr>
</tbody>
</table>

### Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the board.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a $0.00 dollar value.
Price List

All prices must be in Canadian dollars inclusive of all applicable taxes and HST.

<table>
<thead>
<tr>
<th>Category</th>
<th>Items</th>
<th>Serving Size</th>
<th>Unit Price per serving size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food</td>
<td>English Muffin with 1 topping (eggs cheese bacon sausage Jam Tuna butter peanut butter cream cheese Turkey Ham Salad Tomatoes)</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>English Muffin with 2 toppings (eggs cheese bacon sausage Jam Tuna butter peanut butter cream cheese Turkey Ham Salad Tomatoes)</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Bagel with 2 toppings (eggs cheese bacon sausage Jam Tuna butter peanut butter cream cheese Turkey Ham Salad Tomatoes)</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Toast with 1 topping (eggs cheese bacon sausage Jam Tuna butter peanut butter cream cheese Turkey Ham Salad Tomatoes)</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Toast with 2 toppings (eggs cheese bacon sausage Jam Tuna butter peanut butter cream cheese Turkey Ham Salad Tomatoes)</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Cheeseburger</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Hamburger</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Fries</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Pizza</td>
<td>Slice</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Beef Patty</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Fruits Salad</td>
<td>4 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Cookie</td>
<td>each</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Muffin</td>
<td>2 oz</td>
<td>*</td>
</tr>
<tr>
<td>Food</td>
<td>Fruit (Banana Orange Apple etc)</td>
<td>each</td>
<td>*</td>
</tr>
<tr>
<td>Beverage</td>
<td>Coffee or Tea</td>
<td>8 oz</td>
<td>*</td>
</tr>
<tr>
<td>Beverage</td>
<td>Milk (white or Chocolate)</td>
<td>250 ml</td>
<td>*</td>
</tr>
<tr>
<td>Beverage</td>
<td>Can of soda (coke iced tea Canada dry etc)</td>
<td>330 ml</td>
<td>*</td>
</tr>
<tr>
<td>Beverage</td>
<td>Bottle of water</td>
<td>500 ml</td>
<td>*</td>
</tr>
<tr>
<td>Lunch Meal Menu</td>
<td>Grilled Chicken Breast + baked Potatoes + vegetables</td>
<td>Full Plate</td>
<td>*</td>
</tr>
<tr>
<td>Lunch Meal Menu</td>
<td>Pasta + meatballs sauce + salad</td>
<td>Full Plate</td>
<td>*</td>
</tr>
<tr>
<td>Lunch Meal Menu</td>
<td>Vegetarian Lasagna + salad</td>
<td>Full Plate</td>
<td>*</td>
</tr>
</tbody>
</table>

Promotion and Sponsorship Program

Please, describe your promotion and sponsorship program for the school.

**Note:** promotion and sponsorship program can be, but not limited to: catering for schools events provided at discounted prices or for free, free meal coupons for students, scholarship, yearbook, etc...

We will not be submitting for Promotion and Sponsorship Program

<table>
<thead>
<tr>
<th>Program's Name</th>
<th>Description of the program</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>*</td>
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</tbody>
</table>
Bid Questions

Please confirm your HST registration number #. Note: This Number shall appear on all invoices issued by the successful Proponent.

Please confirm your Workplace Safety & Insurance Board of Ontario (WSIB) account number #. Note: At time of entering into the Contract, the Successful Proponent will be required to provide a copy of the WSIB Clearance Certificate.

Please provide your Company Profile (Maximum of 750 words)

Please describe your ability to provide cafeteria service in French Note: Answer to be written in French

Please disclose any violations in your food safety inspection reports in the last 5 years

References

Please, provide three (3) professional references for cafeteria services or related services performed for institutions within the last five (5) years.

For each reference, list at least one (1) innovative program you've implemented towards Energy/utilities consumption reductions

Reminder: The Owner and Owner's representatives can't be listed as references.

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Institution, Location</th>
<th>Description of Services</th>
<th>Period of contract (Start date and End Date)</th>
<th>Innovative programs Implemented</th>
<th>Reference Contact Name</th>
<th>Reference Contact Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
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<td>2</td>
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<td>3</td>
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</tr>
</tbody>
</table>

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected. It is the Proponent’s responsibility to make sure that the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Important: Limit the title of any of your document to be uploaded to ONLY five (5) short words.

You might be able to save a .pdf document with a longer title on your computer, though we will not be able to open it, which may result to a rejection of your document.

- Stipulated Request For Proposal Form (required)
- WSIB exemption Form (if applicable) (optional)
- Monthly Sample of Menus + Description of the approach and methodology to elaborate such Monthly menus (required)
- Social Responsibilities Policies (required)
- Letter of good standing from Financial Institution (required)
- Letter authorizing the Board to obtain a written credit reference (required)
- Proof of insurance as per the Board's instructions (required)
- Additional Document (optional)
Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner’s Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.

5. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS

The following rules must be observed to protect the integrity of the process:

1. All communications, including requests for information, must be between only the representative of the Board and each Proponent who have been authorized and designated for that particular purpose.

2. Apart from the communications between and among the designated representatives, there must be no communication between any other Board staff and any other representatives of the Proponent, and no giving of information with respect to the Request for Proposal processes and the final Agreement.

3. Any attempt on the part of any Proponent, or any of its employees, agents, Contracting Firms, or representatives to contact any persons other than the designated representatives with respect to the Request For Proposal or any violation of the above requirements will be grounds for disqualification. The Board may, at its discretion, in addition to any other rights or remedies available at law, reject any potential or actual Proposal submitted by that Proponent.

CONFIRMATION OF SAFETY RESPONSIBILITIES

1. You acknowledge the related duties under the Occupational Health and Safety Act (OHSA)

2. You understand that in any conflict of interest, the Occupational Health & Safety Act and Regulations must take precedence.

3. You have developed and implemented an occupational health and safety program for your workplace/worksite.

4. You have an occupational health and safety policy posted in your workplace/worksite.

5. You have an onsite Supervisor and Health and Safety Representative for the duration of the project.

6. You ensure that all construction methods processes/procedures used are in compliance with all relevant Health & Safety regulations, other applicable codes, and all Board applicable Health & Safety requirements/procedures.

7. You have workers that are trained and competent to perform the duties they have been assigned to do in the safest manner.

8. You provide new workers with safety orientation that includes an overview of the project site and hazard training.

9. You have workers that are trained in WHMIS to use, handle, store, and transport any hazardous materials kept on the project.

10. You conduct periodic inspections of the project and hold regular Health & Safety meetings to address any hazards found and the health and safety concerns of all workers.

11. You do not tolerate any alcohol/illicit drug use or any prank, contest, feat of strength or rough and boisterous conduct.

12. You ensure all workers have the necessary personal protective equipment required to perform their work safely.

13. You have the appropriate number of first aid supplies and workers trained in First Aid/CPR treatment always available onsite.

14. You, as the Employer, have the ultimate responsibility of protecting the health and safety of your workers and must take every precaution reasonable in the circumstances to ensure their safety, including enforcement of company policy/procedures.

15. You, as the Employer, have all written documentation (e.g. safety manuals, rescue plan, written procedures, training records, inspection
reports, meeting minutes etc.) on all health and safety issues are available for review.

16. You understand the Board may periodically audit the project and report any comments or concerns observed on the project site that are contrary to the TERMS OF CONTRACT and/or the requirements of the Occupational Health and Safety Act.

17. You understand any health and safety contravention may be grounds for a BREACH OF CONTRACT resulting in possible termination or suspension of the Contract and/or any other actions deemed appropriate at the discretion of the Board.

18. You record, report, and investigate all serious incidents or accidents to the Project Manager and/or Ministry of Labour/WSIB, including critical injuries/fatalities.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

CONFLICT OF INTEREST

1. The Education Act states that goods must not be purchased from a Teacher, a Supervisory Officer or any other employee of a school board or of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of a school board. This is outlined in Chapter E.2, Section 217, of the Education Act, RSO 1990 (latest revision).

The School Board’s administrative directive (AD) on procurement states that all school board’s members or parent volunteers shall not benefit from a pecuniary gain by influencing a decision or a result. All school board’s members and parent volunteers must comply with the Board’s Code of conduct, the ethical practices with regard to procurement and the policies on conflicts of interest. Any school board’s member or parent volunteer for whom a conflict of interest exists cannot participate in the procurement process, except if he publicly declares the existence of a conflict of interest to the Board, participates in a competitive procurement process but refrain from influencing the process or the selection by any ways. These instructions are outlined in Chapter 17 of the AD ADM.21.1


2. The Board has a fiduciary responsibility to ensure that such behavior is not permitted and reserves the right to remove from eligibility any Proponent who fails to comply with the above conditions.

3. The Proponent declares that this Bid is not made in connection with any other Proponent for the same commodity/service and is, in all respects, fair and without collusion or fraud.

4. The Proponent hereby represents and warrants that, to the best of the Proponent’s knowledge and belief, no actual or potential conflict of interest exists with respect to the pre-qualification process, if any, the submission of a Proposal or the performance of a subsequent Contract, other than those disclosed hereunder. The Proponent confirms that, where the Board discovers that the Proponent has failed to disclose all actual or potential conflicts of interest, the Board may disqualify the Proponent or terminate any Contract awarded to the Proponent pursuant to this process. The Proponent understands that, for the purposes hereof, “conflict of interest” also includes:

(a) in relation to the pre-qualification if any or this process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give the Proponent an unfair advantage, including:

(i) having or having access to information in the preparation of the Proponent’s Proposal that is confidential to the Board and not available to other Proponents;

(ii) communicating with any person with a view to influencing preferred treatment in the pre-qualification process if any, or this process; or

(iii) engaging in conduct that compromises or could be seem to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,

(b) in relation to the performance of its contractual obligations in a Board Contract, the Proponent’s other commitments, relationships or financial interests:

(i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Board’s independent judgment; or

(ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of the Proponent’s contractual obligations.

5. Based on the above, the undersigned hereby declares whether or not there is a possible conflict of interest as follows:

Do you have a potential conflict of interest?

- Yes
- No
The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

<table>
<thead>
<tr>
<th>File Name</th>
<th>I have reviewed the below addendum and attachments (if applicable)</th>
<th>Pages</th>
</tr>
</thead>
</table>

There have not been any addenda issued for this bid.