



**Request for Proposals**  
**For**  
**CAFETERIA OPERATOR**  
**AT**  
**ÉSC SAINT-JEAN-DE-BRÉBEUF, WELLAND**

Request for Proposals No.: **2021-37**

Submission Deadline: **MAY 31, 2021 at 2:00:00 pm local time**

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# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Proponents**

This Request for Proposals (the “RFP”) is an invitation by Conseil scolaire catholique MonAvenir (the “Board”) to prospective proponents to submit proposals for **Cafeteria Operator Services**, as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The Board is seeking Proposals from Cafeteria Operators to provide Cafeteria services to students and employees at **École Secondaire Catholique Saint-Jean-de-Brébeuf, Welland** – 620 Chemin River, Welland ON, L3B 5N4;

The following documents are included in the bidding package and detail the scope of work along with the deliverables:

- *Annex 1 – ESC Saint-Jean-de-Brébeuf \_Main Floor Layout with kitchen*
- *Annex 2 - CSC\_Contract Letter - 2021-37 Cafeteria services at ESC Saint-Jean-de-Brébeuf*
- *Annex 3 - PPM150-French and English*
- *Annex 4 - "Pandemic measures for contractors Updated-Février2021" form*

## **1.2 RFP Contact**

For the purposes of this procurement process, the “RFP Contact” will be:

**Michele Ballestin, Deputy Director of Procurement**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Board, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Board for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Board and the selected proponent.

It is the Board’s intention to enter into an agreement with only one (1) legal entity.

**The term of the Agreement is to be for a period as follows:**

- Starting date : Beginning of School year 2021-2022 (September 2021);
- End of initial term: last day of school year 2021-2022.

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 four (4) additional one (1) year period.

In any case, the contract entered under this stipulated RFP, may be renewed beyond the end of the school year 2025-2026 (June 2026).

#### 1.4 RFP Timetable

Issue Date of RFP	May 6, 2021
<b>Non-mandatory site visit</b>	May 12, 2021 at 9:30 AM local time
Deadline for Questions	May 19, 2021 12:00 PM local time
Deadline for Issuing Addenda	May 24, 2021
Submission Deadline	May 31, 2021 at 2:00 PM local time
Rectification Period	Two (2) business days
Anticipated Execution of Agreement	September 2021

The RFP timetable is tentative only and may be changed by the Board at any time. For greater clarity, business days means all days that the Board is open for business.

#### Site visits

There are no mandatory site visits for this Bid opportunity. Should a proponent wish to visit the site, they must contact the **Board representatives listed below or by sending an email through Bids&Tenders by May 10 at 12:00PM** to confirm their attendance to the non-mandatory site visit.

Board representatives contact details for the school are:

<b>Board's representatives</b>	<b>Email address</b>
<b>Attention to:</b> Pierre Desormiers, Head custodian	<a href="mailto:ESSJDB-CONCIERGES-CHEF@cscmonavenir.ca">ESSJDB-CONCIERGES-CHEF@cscmonavenir.ca</a>
<b>Copy:</b> Alain Gagnon, Project Officer	<a href="mailto:Agagnon1@cscmonavenir.ca">Agagnon1@cscmonavenir.ca</a>
Philippe Desjardins, school vice-principal	<a href="mailto:pdesjardins@cscmonavenir.ca">pdesjardins@cscmonavenir.ca</a>

The bidding proponent 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.

### **IMPORTANT NOTICE on site visits during pandemic:**

Please note that the Board is implementing specific measures for site visits in all the schools facilities.

Principal recommendation will be the respect of the instructions provided by Public Health Agency of Canada (PHAC) (click here).

Also:

- The Board's representative will ensure that these measures are respected.
- The sign-in sheet will be the official record of the attendance for the Board, however it will be signed by the Board's representative.
- For any site visit involving the building, social distancing is mandatory.
- When entering a small room during visits, only one contractor at a time will be allowed in that room.
- It is the responsibility of each supplier to monitor their own workforce and ensure they are fit for duty.
- The use of masks are mandatory during site visits.
- We recommend the use of gloves during site visits.

### **Please note the followings information:**

- The maximum number of people admitted to the school at the same time will be limited to five (5) people (including the Board's representatives)
- **Workplaces must screen any workers or essential visitors entering the work environment. We are asking to all vendors visiting our schools (and any school's board properties) to review, to print, to sign and to remit to the custodian on the day of the visit, the "Pandemic measures for contractors Updated-Février2021" form (Annex 4).**
- The Board's recommends one representative per supplier
- Depending on the number of suppliers on site, the Board's representative may have to organize the visit in turns and per group. The Board anticipates an approximate duration of 30 minutes per site visit. Therefore, please be aware that a contractor may have to wait for a few minutes.
- In order to ensure that each proponent receives the same information, the Board would like to emphasize that no questions will be ask on site. As per Section "3.2 Communication After Issuance of RFQ", all the questions must be sent through Bids & Tenders

The Board appreciates your collaboration and understanding to ensure the safety of all.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted to Prescribed Location**

Proposals must be submitted to: <https://cscmonavenir.bidsandtenders.ca>

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

All proponents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda and submit their proposals electronically through the bidding system.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Board recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Board's bidding system web clock.

Technical support is available through the bidding system at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) or 1-800-594-4798. Proponents should contact technical support at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If proponents do not receive a confirmation email, they should contact technical support.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a proponent has obtained this solicitation 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 opportunity at [<https://cscmonavenir.bidsandtenders.ca>].

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior to the Submission Deadline, the proponent is solely responsible for ensuring that the proposal is withdrawn through the bidding system.

To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation**

The Board will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements.

If a proposal fails to satisfy all of the mandatory submission requirements, the Board will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Board issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

#### **2.3.1 Mandatory Technical Requirements**

The Board will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the Board as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### **2.3.2 Rated Criteria**

The Board will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Rated Criteria in Section F of the RFP Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.



## **2.5 Selection of Top-Ranked Proponent**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and proponents will be ranked based on their total scores. Subject to the reserved rights of the Board, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

## **2.6 Notice to Proponent and Execution of Agreement**

Notice of selection by the Board to the selected proponent shall be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within ten (10) days of notice of selection. This provision is solely for the benefit of the Board and may be waived by the Board.

## **2.7 Failure to Enter into Agreement**

If a selected proponent fails to execute the Agreement or satisfy any pre-conditions of award within ten (10) days of notice of selection, the Board may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the Board.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English or French only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 Past Performance**

In the evaluation process, the Board may consider the proponent's past performance or conduct on previous contracts with the Board or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The Board and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be retained by the Board**

The Board will not return the proposal or any accompanying documentation submitted by a proponent.

### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Board makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The Board may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing to the Board's bidding system question and answer function on or before the Deadline for Questions. No such communications are to be directed to anyone or by any other means than submission through the Board's bidding system and the Board shall not be responsible for any information provided by or obtained from any source other than the RFP Contact or the Board's bidding system. It is the responsibility of the proponent to seek clarification through the Board's bidding system on any matter it considers to be unclear. The Board is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the Board, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Board through the Board's bidding system. Proponents will be required to check a box for acceptance of addenda before submitting their proposal through the Board's bidding system.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Board determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Board may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the Board may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The Board may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the Board and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

#### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice within ten (10) days of debriefing to the RFP Contact in accordance with the Board's procurement protest procedure and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Board in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The Board may disqualify a proponent for any conduct, situation or circumstances, determined by the Board, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

### **3.4.3 Disqualification for Prohibited Conduct**

The Board may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the Board determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Board; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Past Performance or Past Conduct**

The Board may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;

- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of the Board**

All information provided by or obtained from the Board in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Board and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Board; and
- (d) must be returned by the proponent to the Board immediately upon the request of the Board.

#### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Board to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Board will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a

contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Board by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Board to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

The Board may cancel or amend the RFP process without liability at any time.

## **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The Form of contract will be a signed contract as per: Annex 2 - CSC\_Contract Letter -2021-37 Cafeteria services at ESC Saint-Jean-de-Brébeuf.



## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Request for Proposal No.:	<b>RFP 2021-37 Cafeteria Operator at ESC Saint-Jean-de-Brébeuf, Welland</b>
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Board and the proponent unless and until the Board and the proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### **4. Non-Binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### **5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the Board prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

### **6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

### **7. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Board within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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### **8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Board to the advisers retained by the Board to advise or assist with the RFP process, including with respect to the evaluation this proposal.

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Signature of Proponent  
Representative

---

Name of Proponent Representative

---

Title of Proponent Representative

---

Date

I have the authority to bind the  
proponent.

# APPENDIX C – PRICING

## 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

## 2. Evaluation of Pricing

Pricing is worth **Twenty-Five (25)** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

## 3. Required Pricing Information

Each proposal must include the following pricing information:

Mandatory Rated Requirements	Available Points
Your Proposed Price List (as per online table)	25 points

### i. Unit Prices (25 points)

Proponents must indicate their proposed prices in the appropriate B&T table.

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

The Board is seeking Proposals from Cafeteria Operator to provide **Cafeteria** services to students and employees at **École Secondaire Catholique Saint-Jean-de-Brebeuf** – 620 Chemin River, Welland ON, L3B 5N4

The following documents are included in the bidding package and detail the scope of work along with the deliverables:

- *Annex 1 – ESC Saint-Jean-de-Brébeuf\_Main Floor Layout with kitchen*
- *Annex 2 - CSC\_Contract Letter -2019-64 Cafeteria services at ESC Saint-Jean-de-Brébeuf*
- *Annex 3 - PPM150-French and English*

#### **General Information:**

- The number of students at ESC Saint-Jean-de-Brébeuf for school year 2018-2019 is as follow: **475 students**

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

- There is no information available in regards to current and past revenues for the school cafeteria.
- Bill 7-information: There is no cafeteria service currently operating at the school and therefore no employees.

#### **Services requirements**

##### **1. Description of Deliverables - Cafeteria Services for the school**

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

1.1.1 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**

1.1.2 The Board requires the items for Lunch per school day.

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

1.1.4 It is the expectation of the Board that the Operator will be fully functional for the contract start date. **The effective Start date will be discussed with the Successful Proponent together with the school Principal.**

##### **1.2 Cafeteria Hours and Nutrition Breaks**

1.2.1 Although regular cafeteria hours of operation within the Board are from **7:45am and 12:50pm**, 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.

- 1.2.2 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.
- 1.2.3 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/Spring break and summer vacations).
- 1.2.4 Should the cafeteria operator need to operate and use the kitchen beyond the regular hours of operations agreed upon, a facilities use permit must be required as per the Board policies for community events.

### **1.3 Services of the Operator – Cafeteria Operations**

- 1.3.1 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, including but not limited to:
    - o losses due to unexpected failure of an appliance such as fridge,
    - o losses due to unexpected closure of the schools;
  - 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 listeria 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, to 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.

#### **1.3.2 The Operator 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 Three (3) payment methods such as, but not limited to: cash, cheque, credit card, electronic payment, voucher.
- 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:

- i. **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.
- ii. **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.
- iii. **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.

1.3.3 The operator agrees to comply with the following Board's Policies:

- a. **Environmental-friendly practices** in the cafeteria, such as reusable dishware and cutlery, disposable biodegradable dishware and cutlery, composting where available, phosphate free dish/dishwasher detergent, and working with the School Principal and/or the Daycare manager (if applicable) 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;

#### **1.4 Services of the Board**

- 1.4.1 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;
- 1.4.2 Provide all utilities including hot and cold water, electricity, gas, heating fuel and washroom facilities during the hours of operations;
- 1.4.3 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;
- 1.4.4 At its expense, provide adequate means of garbage storage, disposal and/or removal;
- 1.4.5 At its expense, provide the maintenance, decoration and repair of the basic physical structure;
- 1.4.6 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.
- 1.4.7 At its expense, provide rodent and pest control;
- 1.4.8 At its expense, provide replacement of drapes and light bulbs when deemed necessary by the Board;
- 1.4.9 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;
- 1.4.10 At its expense, provide safety inspections of fire extinguishers & other related fire safety equipment;
- 1.4.11 Provide regular daily damp mopping of all floor surfaces in the cafeteria;
- 1.4.12 Provide regular cleaning of ceiling, walls above a height of six (6) feet, light fixtures and drapes.

#### **1.5 Catering Services for schools events**

- 1.5.1 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 Cafeteria Operator. The Operator will have right of refusal.

1.5.2 The school may throughout the year request catering for school 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.

## **1.6 Fundraising**

1.6.1 Time to time throughout the school year, the schools will be running on site food sales events (such as Pizzas days or cookies 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.

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

## **1.7 School Culinary / Hospitality Program**

1.7.1 When the school runs a "Culinary / Hospitality" 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.

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

1.7.3 In the event that students from "Culinary / Hospitality" 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.

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

## **1.8 Vending Machines**

1.8.1 Based upon the existing school's agreement regarding the vending machines, the Cafeteria operator may be responsible of some or all vending machines that may be installed in the school site.

## **1.9 Revenue**

- 1.9.1 The Operator shall guarantee the Board against financial loss arising from the operation of the Cafeteria.
- 1.9.2 The Operator may be required to provide annual financial statements to the School's Principal.
- 1.9.3 At the end of the Operator's fiscal year, the Board may request the Operator to provide an externally audited gross sales volume statement.

## **1.10 Audit Compliance**

- 1.10.1 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.

## **1.11 Menus, Pricing and Nutritional Analysis**

- 1.11.1 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. Lunches menus
- 1.11.2 **All submitted and approved price shall be firm for the initial 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, occurring after the date and time of the approval of the Proposal.
- 1.11.3 Pricing will be reviewed with the Operator prior to any extension of the contract at the end of the initial period of the Agreement and every year thereafter.
- 1.11.4 **The Board reserves the right to fully negotiate all proposed menu items and price increases.**
- 1.11.5 The Operator is responsible for all custom duties, excise taxes, and taxes in respect to the ordering of goods for the Agreement.
- 1.11.6 **Any additional menu items, including prices and portion sizes, will be agreed upon and approved by the School Principal or approved designate.**
- 1.11.7 **The Operator shall submit a Monthly menu for review and approval to the School Principal.**
- 1.11.8 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.

### **1.12 Promotion and Sponsorship Program**

1.12.1 The proponent can at its choice – without being limited to – offer:

- a. 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.
- b. A school community meal program such as vouchers to the school. The voucher will be distributed by the school principal to students in needs. The Students will remit the voucher to the cafeteria operator to redeem a hot meal.
- c. A scholarship to a graduate student

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

### **1.13 Permits, Licences and Approvals**

1.13.1 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.

1.13.2 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.

### **1.14 Environmental**

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

1.14.2 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.

1.14.3 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

## **B. MATERIAL DISCLOSURES**

### **School Culinary Program**

École Secondaire Catholique Saint-Jean-de-Brebeuf runs a “Culinary / Hospitality” program. Educators and students from this program will be required to have access to the cafeteria area (Kitchen and servery space) and to use kitchen’s equipment for their practice.

At any time during the Term of the contract, the cafeteria operator shall restrict them to do so.

The school principal will provide the successful proponent the “Culinary / Hospitality” program’s schedule every year once available.

The school principal and the successful proponent will mutually agree on some operational terms that benefit both the program and the cafeteria.

### **School Breakfast Program**

École Secondaire Catholique Saint-Jean-de-Brebeuf runs a “Breakfast” program. Educators and students from this program will be required to have access to the cafeteria area (Kitchen and servery space) and to use kitchen’s equipment for their operations.

At any time during the Term of the contract, the cafeteria operator shall restrict them to do so.

The school principal and the successful proponent will mutually agree on operational terms that benefit both the program and the cafeteria.

### **School Operation Recovery Costs**

The Board may charge the successful operator a monthly fee for School Operation Recovery Costs as follows:

- a. For schools with less than 401 students, **NO** amount will be charged.
- b. For schools with more than 400 students, a monthly flat fee of **\$100 plus applicable taxes** will be invoiced.

For school holidays months (December and March) **ONLY**, the fee will be prorated to the number of days of operations within the month + applicable taxes. The monthly fee will be payable to the Board Finance Department upon receipt of the invoice.

Enrolment count date: The official enrolment count date will be October 31st of each year.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **2. Other Mandatory Submission Requirements**

The following documents must be provided in the submission:

- (a) A letter of good standing from a national recognized Canadian Financial Institution.
- (b) A Letter authorizing the Board and its representatives, to obtain a written credit reference from the proponent's bank.
- (c) Copy of your food safety inspection reports for the Five (5) past years of operations (if applicable)
- (d) Any other information as per online tables.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

Not Applicable

## **E. PRE-CONDITIONS OF AWARD**

The successful respondent shall provide to the Board, within ten (10) business days of notice of selection, the following documents:

- (a) A copy of its General Commercial Liability insurance with a minimum coverage of Five (5) millions dollars (\$5,000,000.00) with the Board (Le Conseil scolaire catholique Mon Avenir) as an additional insured.

The coverage amount must be 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."

- (b) Insurance for Contractor's vehicles owned or leased, third party liability insurance policy in the minimum amount of \$2 million (\$2,000,000.)
- (c) The Contact information of the Key Personnel assigned to the Board
- (d) A copy of its WSIB Clearance Certificate
- (e) A copy of the company Health and Safety Policy
- (f) A copy of the company Environmental Management Policy

**F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category (if applicable) will not proceed to the next stage of the evaluation process.

Criteria	Points	Minimum threshold required
<b>Mandatory submissions requirements</b>		
Copy of your food safety inspection reports for the past following years of operations (2020, 2019, 2018, 2017, 2016), if applicable.  This requirement is ONLY for proponents who have owned a business in the food and beverage industry prior to January 2021	Pass/Fail	
A letter of good standing from a national recognized Canadian Financial Institution	Pass/Fail	
A Letter authorizing the Board and its representatives, to obtain a written credit reference from the Proponent's bank	Pass/Fail	
<b>French Capability</b>		



Criteria	Points	Minimum threshold required
(a) Customer service in French	10 points	<b>7 points</b>
Experience and Qualifications		
(b) Company profile	5 points	Non Applicable
(c) Company experience / References	15 points	Non Applicable
(d) Key personnel qualifications	10 points	Non Applicable
Approach and Methodology		
(e) Monthly Menus Example	10 points	Non Applicable
(f) Innovative Programs	10 points	Non Applicable
(g) Social responsibility Policy	5 points	Non Applicable
Financial submission		
(h) Promotion and Sponsorship program	10 points	Non Applicable
(i) Price schedule	25 points	Non Applicable
<b>Total available points</b>	<b>100 points</b>	Non Applicable

**(a) Customer service in French (10 points)**

Please provide a demonstration of your ability to provide cafeteria service in French.

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

**(b) Company profile (5 points)**

Please provide your Company profile including the total number of years in business both locally and other; the size of the company, the number of employees (full and/or part time), etc. – **Maximum 3 pages**

**(c) Company Experience / References (15 points)**

List **Three (3)** Cafeteria Services or related services such as Catering Services for company, groups or institutions you have managed **in the last five (5) years.**

Please include:

- the name of the institution (school, college, ministry, associations, community groups, 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 regarding energy/utilities consumption reduction and waste management,
- The contact details of the institution' representatives (including contact name, address and email address), who can serve as references.

Would the proponent wish to list projects performed in the past for the Board as demonstration of his experience, please note that the Board will only accept **a maximum of one (1) of such project.** In other words, and for greater clarity, proponents must submit **at least Two (2) projects** performed for institutions other than the Board.

**(d) Key personnel Qualifications (10 points)**

Please provide:

- Your proposed Team Structure on school site to perform the service required (5 points)
- Resumé, certifications in food handling and membership and/or affiliations to professional bodies of your proposed Key personnel assigned to this project. (5 points)

**Note:** Please combine into ONE pdf document, all key personnel relevant documents

**(e) Menus (10 points)**

Please provide

- An example of Monthly Menus for the cafeteria, with an explanation of your approach and methodology to elaborate such menus (10 points)
- A Catering Menu Sample (if available). This menu may include prices (No point)

**(f) Innovative program (5 points)**

Please provide a description of innovative programs that you will implement at the school either to promote and to enhance healthy food habits among the students, or to reduce energy and utilities consumption; or other.

**(g) Social responsibility (5 points)**

Please provide your social responsibility policy on the following aspects: local farmers community support and fair-trade practices; students and community support

**(h) Promotion and Sponsorship program (10 points)**

Please provide your Proposed Promotion and sponsorship program to support the school community.

**(i) Pricing (25 points)**

Please refer to Appendix C - Pricing

## **APPENDIX E – ADDITIONAL DOCUMENTS**

The following documents are included in the Bidding documents and form part of the bidding package. They must be downloaded through the online forms BidsandTenders.

- 1. Annex 1 – ESC Saint-Jean-de-Brébeuf\_Main Floor Layout with kitchen*
- 2. Annex 2 - CSC\_Contract Letter -2021-37 Cafeteria services at ESC Saint-Jean-de-Brébeuf*
- 3. Annex 3 - PPM150-French and English*
- 4. Annex 4 - "Pandemic measures for contractors Updated-Février2021" form*

# WSIB EXEMPTION FORM

## 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

**1.2** 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 than 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 fulfil 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 \_\_\_\_\_

# 2021-37 - CAFETERIA OPERATOR AT ÉSC SAINT-JEAN-DE-BRÉBEUF, WELLAND

Opening Date: May 6, 2021 12:00 PM

Closing Date: May 31, 2021 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.**

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**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 applicables taxes and HST.

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

**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...

Program's Name	Description of the program	Total Annual Value ( \$CAD - Inclusive of all applicable taxes)

**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.

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.

Is your company has and maintain an Environmental management policy? If no, please explain why and indicate if any action is currently underway to implement such policy.

Will your personnel be wearing uniforms while performing their duties in the cafeteria? If no, please explain why and indicate if any action is currently underway to implement such practice.

**Specifications**

**Customer Service in French**

Please describe your ability to provide cafeteria service in French

**Note: Answer to be written in French**

<b>ability to provide cafeteria service in French *</b>

**Key Personnel Qualifications**

**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

Description	Key Personnel #1 *	Key Personnel #2	Key Personnel #3	Key Personnel #4
Name				
Title				
Project Role				
Education				
Professional Certifications				
Professional Affiliations				
Relevant Experience #1				
Relevant Experience #2				
Relevant Experience #3				
Relevant Experience #4				
Relevant Experience #5				

**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

Title	Description	Program's objective
		Select A Value <input type="text"/> *
		Select A Value <input type="text"/> *
		Select A Value <input type="text"/> *



**Company Experience and 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:** A maximum of one (1) project performed for the Board can be listed as project / references for this bid opportunity.

Institution, Location	Description of Services	Period of contract (Start date and End Date)	Innovative programs Implemented	Reference Contact Name	Reference Contact Email address

**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.

- Appendix B - Submission Form \* (mandatory)
- Your Company Profile (Maximum of 3 pages) \* (mandatory)
- Monthly Menus example + Description of the approach and methodology to elaborate such Monthly menus \* (mandatory)
- Social Responsibility Policy \* (mandatory)
- Letter of good standing from Financial Institution \* (mandatory)
- Letter authorizing the Board to obtain a written credit reference \* (mandatory)
- Key Personnel resumes and certifications \* (mandatory)
- A catering menu sample (optional)
- WSIB exemption Form (if applicable) (optional)
- Copy of food safety inspection reports for the last Five (5) years of operations (if applicable) (optional)
- Additional Document (optional)

**Addenda, Terms and Conditions**

By submitting an offer in response to this bid opportunity,

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**

The respondent must declare all potential Conflicts of Interest, as defined in this stipulated bid opportunity. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Board within twelve (12) months prior to the Submission Deadline.

To the following question: "Do you have a potential conflict of interest?"

If the respondent selects hereunder the box "No", the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this stipulated bid opportunity.

Otherwise, if the respondent declares an actual or potential Conflict of Interest by marking the box "Yes" below, the respondent must set out details of the actual or potential Conflict of Interest.

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.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		