

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF

NOON DAY LUNCH SERVICES

FOR

ALAQSITE'W GITPU SCHOOL

AND

THE MI'GMAQ IMMERSION PROGRAM

**ISSUED BY: LISTUGUJ MI'GMAQ GOVERNMENT
EDUCATION, TRAINING AND EMPLOYMENT DIRECTORATE
1 RIVERSIDE WEST
LISTUGUJ, QC G0C 2R0**

JUNE 5, 2019

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1.0 INTENT

1.1 Location

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Food Service Delivery organizations to provide Noon Day Lunch services for the Alaqsitew Gitpu School and the Mi'gmaq Immersion Program, located at the Listuguj Education, Training and Employment Center at 1 Riverside West in Listuguj.

1.2 Duration and Management Agreement

This Agreement shall be effective as of September 3, 2019 and shall continue until June 19, 2020. This Agreement may be renewed on a yearly basis, unless notice of non-renewal shall have been given by one party to the other no later than ninety (90) days prior to the expiry of the Term. This agreement will be managed by the Listuguj Education, Training and Employment Directorate in partnership with the Listuguj Community Health Services Directorate of the Listuguj Mi'gmaq Government. The Listuguj Mi'gmaq Government would reserve the right to cancel the contract based on performance of the Contractor's Responsibilities outlined in Appendix 1.

It is anticipated that a three (3) year agreement will be developed with annual reviews.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

2.1 One Response

All proposals must be signed by an authorized representative of the company.

Submissions must follow the format and order laid out in Section 3.0 – Proposal Content Requirements. The submission must be in English. Please quote prices in Canadian Funds excluding sales taxes. A submission index should be provided at the beginning of the document. All pages should be consecutively numbered.

2.2 Submission Closing Date

All completed proposals are to be delivered to Ms. Lorna Sook, Director, Listuguj Education, Training and Employment Directorate at 1 Riverside Dr. West, Listuguj, Quebec, in accordance with the instructions set out herein. A Proposal must be received **no later than 1:30 P.M. Atlantic Standard Time on FRIDAY, August 2, 2019.** Any proposals submitted after the Submission Closing Date will not be evaluated. **Facsimile and email transmissions will not be accepted.**

2.3 Address for Submission

Respondents are required to provide six (6) copies of their proposal, of which one (1) shall be unbound, on or before the Submission Closing Date.

Deliver proposals to:
Listuguj Education Complex
1 Riverside West

or

Mail to:
Listuguj Education Complex
P.O. Box 298

Listuguj, QC
G0C 2R0
Attention: Lorna Sook

Listuguj, QC
G0C 2R0
Attention: Lorna Sook

Proposals submissions must be in a sealed package clearly showing the Request for Proposal Noon Day Lunch Services and the Submission Closing Date on the outside of the package so as to be clearly visible.

2.4 Costs and Expenses of Respondent

Payment for preparation of Proposals and all other costs and expenses incurred by the Respondents relating to the Proposals will be borne by the Respondents.

2.5 Clarification of Proposals

The Listuguj Mi'gmaq Government, Education, Training and Employment Directorate, reserves the right following receipt of the Proposals to request that each Respondent clarify its Proposals, and Respondents shall submit responses to such request within two (2) business days following receipt of such request. The Listuguj Mi'gmaq Government may choose to meet with some or all of the Respondents to discuss aspects of their Proposals. Respondents may be required to submit supplementary documents clarifying any matters contained in their Proposals, or the Listuguj Mi'gmaq Government may prepare a written interpretation of any aspect of a Proposal and seek the respective Respondent's acknowledgement of that interpretation. All bids submitted will remain valid for a period of 12 days from the time of closing of this proposal.

2.6 Incomplete Proposals

The Listuguj Mi'gmaq Government reserves the right to reject any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the Listuguj Mi'gmaq Government may request clarification where any Respondents intent is unclear and may waive or request amendment where, in the opinion of the Listuguj Mi'gmaq Government representatives, there is a minor irregularity or omission in information that is to be submitted in a Proposal. The Bidder shall make their own estimate of the facilities and difficulties to be encountered. The Bidder is not to claim at any time after the submission of their bid that there was any misunderstanding of the terms and conditions of the Contract relating to the site conditions.

2.7 Proposal Submission Process and Schedule

Issue Date of Request for Proposals: June 5, 2019

Tours: June 12, 2019 – appointments must be arranged with Beverly Martin or Jeff Grass at (418) 788- 2248, prior to June 12, 2019

Due Date of Proposal: August 2, 2019 at 1:30 p.m. EST

2.8 Withdrawal of Proposal

The Respondent may alter or withdraw its Proposals any time before the Submission Closing Date.

2.9 Notice of Revisions to Request For Proposal

Any changes or revisions to this Request For Proposal (RFP) will be issued to all Respondents in writing as a formal addendum to this RFP.

2.10 Right to Cancel

The Listuguj Mi'gmaq Government is not bound to accept any Proposal and may proceed as, in its sole discretion, it determines following receipt of the Proposals. The Listuguj Mi'gmaq Government reserves the right to accept or reject Proposals in whole or in part, to discuss different or additional terms to those included in this RFP or in any Proposal, or to amend or modify any term of this RFP.

2.11 School Location

Alaqsite'w Gitpu School
22 Caplin Road
Listuguj, QC G0C 2R0

Listuguj Education, Training & Employment Center
1 Riverside West
Listuguj, QC G0C 2R0

Grades: K4 -8
Average Annual Enrollment: 240

Mi'gmaq Immersion Program
Average Enrollment: 40

2.12 Subcontracting

No subcontracting will be allowed.

3.0 PROPOSAL CONTENT REQUIREMENTS

3.1 Corporate Profile

The Listuguj Mi'gmaq Government is interested in developing an understanding of the Respondent Company's philosophy, history in the food service industry, and commitment to providing quality food services in schools throughout the Board.

3.1.1 Provide the name, address and telephone number of the company or of all companies if the submission is on behalf of a group of companies.

3.1.2 If a group, identify the principal or lead organization and individual(s) that would assume the role of contractor.

- 3.1.3 Indicate where the company is incorporated. If a subsidiary, indicate where the parent company is incorporated.
- 3.1.4 Provide a brief history of the company.
- 3.1.5 Briefly describe the competitive advantage your company has as it relates to this project.

3.2 **Experience**

To evaluate your company's previous experience and expertise in school food services or in providing food services to school-aged customers, please provide:

- 3.2.1 A brief description of relevant, related experience where your company has been responsible for the development and/or implementation of innovations and new technologies for this market segment.
- 3.2.2 A minimum of three names of individuals and/or organizations that may be contacted to verify your company's ability to effectively provide the services requested.
- 3.2.3 A list of sites, including a brief description of the operation(s), you currently operate, which may be available for Listuguj Mi'gmaq Government representatives to visit.

3.3 **Proposed Relationship**

To understand the skills and experience you would bring to schools, please provide the following:

- 3.3.1 Briefly describe the management and organization of your company including roles and responsibilities of staff who will have management or supervisory positions for this project.
- 3.3.2 Indicate your expectations of the Listuguj Education, Employment and Training Directorate and Alaqsit'w Gitpu School as partners in cafeteria food services.

3.4 **Student Centered**

Effective student involvement and participation will be a key element to the success of the Noon-Day Lunch service. Please describe how you propose to increase participation in Noon-Day Lunch services at our school.

3.5 **Quality**

To develop a sense of the organization's commitment to quality and your appreciation and respect for the Listuguj Mi'gmaq Government's needs, comment on the following:

- 3.5.1 What is your corporate philosophy and organizational commitment to quality management? If you have a policy or value statement, please include a copy.

- 3.5.2 Describe the processes used to ensure quality management activities.
- 3.5.3 What mechanisms do you currently use to solicit customer input in decision making?
- 3.5.4 Describe the process that you would use to assess the quality of products and services offered and to encourage school customer involvement in the process. Describe how you would indicate freshness date on products such as sandwiches and wraps.

3.6 Healthy Eating Policy

The Listuguj Mi'gmaq Government requires food service providers to adhere to our Aboriginal Food Guide. This policy outlines the expectations for food service in schools, serving sizes for appropriate ages and recommendations for substitutes within the 4 categories. A copy of the policy is attached as an appendix. Please explain how you would comply with this policy.

3.7 Financial Capacity and Commitment

- 3.7.1 In order to ascertain the willingness of your company to provide the necessary products and services, please indicate what technical and financial resources the company is prepared to commit for the implementation of innovations in regards to healthy eating and environmental responsibility.
- 3.7.2 The Listuguj Mi'gmaq Government does not guarantee sales volumes or against the possibility of school closure. The Listuguj Mi'gmaq Government cannot be held responsible for loss of sales due to, weather related closures, general power outages and interruptions in the supply of natural gas outside of the control of the Listuguj Mi'gmaq Government.

3.8 Operational Model

To gain confidence that your company has an understanding of the school food service industry, please:

- 3.8.1 Briefly describe the advantages of your proposal.
- 3.8.2 Indicate how you see your plan evolving over time.
- 3.8.3 Describe your plan for cafeteria food services:
 - menu development - include sample menus with prices and serving sizes,
 - support for locally grown food products (meats and vegetables) in season,
 - Culture Days,
 - Holiday's, ie: Christmas Turkey dinner;
 - portion sizes specific to type of school (elementary, intermediate or senior high),
 - Choice to choose less transformed foods, to reduce the amount of salt and added sugars,

- specials,
- communications with customers,
- pricing and sales promotions (percentage of sales that would be provided to the school),
- rate of return to the school,
- support for other school functions or activities,
- proposed hours of operation,
- method of payment for students.

3.8.4 Describe any services which may be available to assist in fund raising.

3.8.5 Describe the process you would use to increase participation on an ongoing basis.

3.8.6 Specifically, indicate how you would propose to meet the following food service and nutrition requirements:

- encourage sales of nutritious foods,
- ensure availability and promotion of core menu items,
- sell a student friendly, and nutritionally balanced meal deals.

3.8.7 Describe your staff allocation including a discussion regarding:

- how and when staff allocation is increased or decreased,
- substitutes when permanent staff are out,
- staff training and qualifications,
- how staff are supervised.

3.8.8 Describe the type of vending service your company would be willing to provide if a school requested vending service.

4.0 PROPOSAL EVALUATION CRITERIA

A review committee composed of representatives from the Listuguj Mi'gmaq Government will review and evaluate the Proposals. Proposals will be evaluated based on, but not limited to the criteria set out below. Final selection will be made by the Listuguj Mi'gmaq Government's Finance Committee and/or Chief and Council.

A. Corporate Profile and Experience

- evidence of food service market share for school-aged customers
- commitment to developing a school food services program
- confidence that the organization has the required skills and resources to deliver as proposed
- previous referable experience in managing and operating food services while adhering to healthy eating policies
- evidence of successful relationships in schools or other public sector organizations

B. Financial Capacity and Commitment

- demonstrated willingness to provide necessary technical and physical resources to support the development of a school food services program
- evidence that the company has an ongoing commitment to innovation and research and development

C. Student Centered

- understanding of and acceptance of a student centered program
- evidence of commitment to quality management
- demonstrated ability to understand/meet school based customer needs

D. Operational Model

- a reasonable plan based on the schools= needs, and ability to achieve it using the Canada's Food Guide <http://www.health.gov.nl.ca/>

E. Proposed Relationship

- roles and responsibilities envisioned
- evidence of ability to complete the plan and to effect start-up in a time frame compatible with the school=s requirements and expectations

F. Profit to Schools

- percentage of sales that would be returned to each individual school

5.0 AGREEMENT

Selection of the successful company will be based on which company(s) has/have provided a Proposal which best meets the needs of the Alaqsitew Gitpu School. The acceptance of a Proposal or any part thereof will be made in writing.

The contractor specifically acknowledges and agrees that the AGS currently runs or may in the future run a hospitality program for its students in respect of which the AGS retains the right to permit students to offer food for sale in or around the school premises for Fundraising purposes. The contractor acknowledges that such sales by students enrolled in any hospitality course or program shall not constitute a breach of the agreement. The Listuguj Mi'gmaq Government shall indemnify and save harmless the contractor from any and all damages arising directly or indirectly from the sale of food by students. Where there is not a mutual agreement where prior notice is not required, 48 hour notice should be given to the cafeteria operator notifying when and what will be served by the hospitality program.

Subject to the development of an operations plan which outlines the concept, financial arrangements, and meal service format acceptable to the AGS and Listuguj Mi'gmaq Government, it is intended that the company(s) would enter into a contractual Agreement relating to the provision of Noon-Day Lunch services for AGS.

The Listuguj Mi'gmaq Government and the AGS must maintain the right to oversee the ongoing implementation of the program to ensure that the price, quality standards, and expectations established during the agreement process are realized and maintained.

An agreement will be prepared which will be in a form and with terms and conditions acceptable to the AGS. Companies will be asked to identify terms, conditions or arrangements which represent the minimum requirements to be incorporated into the agreements.

As well, all companies will adhere to the following terms and conditions:

- All costs incurred by the company(s) in the development and start-up of the school food services business are the sole responsibility of the company(s).
- Guidelines for accounting of sales and returns, confidentiality and release of information will be agreed and adhered to.
- A mechanism for decision making and dispute resolution will be mutually established.
- Liability and all costs for staff working on behalf of the company(s) will be the sole responsibility of the company(s),
- The company(s) will identify any potential conflicts of interest prior to the formalization of the agreements and detail how such conflict(s) will be resolved,
- All time lines and specified outcomes as proposed by the company in its Proposal and agreed to by the Listuguj Mi'gmaq Government are to be met.
- The selected company(s) will cooperate with and support the AGS in developing product and service requirements.
- Grounds for termination based upon non-performance will be mutually agreed based on established terms and conditions.
- To employ only staff who have had a criminal records (vulnerable sector) check completed with resulting records indicating no past convictions which would be inappropriate to their working in a school setting;
- All employees should have the food safety handling safety course;
- The company(s) will be asked to provide proof of insurance acceptable to the Listuguj Mi'gmaq Government.

Indemnification and Assumption of Liability

- The Vendor shall indemnify and hold harmless the Listuguj Mi'gmaq Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the "claims"), provided that any such claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence of the Vendor or anyone directly or indirectly employed by the Vendor or anyone for whom the Vendor may be liable.
- The Vendor shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances in forms and amounts acceptable to the Listuguj Mi'gmaq Government.
- The Vendor shall have Commercial General Liability coverage in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage. The Listuguj Mi'gmaq Government is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products & Completed Operations Liability

- Blanket Written Contractual Liability;
- Personal Injury Liability;
- Non-owned Automobile Liability;
- Cross Liability;

Commercial General Liability insurance shall be endorsed to provide the Listuguj Mi'gmaq Government with thirty (30) days advance written notice of cancellation or material change and fifteen (15) day notice in the event of non-payment.

- All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the Listuguj Mi'gmaq Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.
- A Certificate of Insurance and any renewals thereof, shall be furnished to the Listuguj Mi'gmaq Government prior to commencement of work by the Vendor and must be updated as required during the Term

6.0 GENERAL INFORMATION AND CONDITIONS

6.1 Disclosure of Information

All documents, presented by the Tenderer becomes the property of the Listuguj Mi'gmaq Government and are deemed confidential.

6.2 Legislation, Regulations, By-laws, Rules, and Codes

Any Private Sector Company(s) or any person acting under its direction will be required to comply with all laws, regulations, by-laws, rules, and codes relating to the Project imposed by any relevant governmental authority. This will include compliance with regulatory requirements to the Health Canada, the Province of Quebec, and Listuguj.

6.3 Respondent to Ensure Understanding of Project

It is each Respondent's responsibility to ensure that it has all necessary information concerning the intent and requirements of this RFP.

6.4 Enquiries

Any Respondent who has questions as to the meaning of any part of this RFP or the Project or who believes this RFP contains any error, inconsistency or omission should make an enquiry **in writing** prior to the Submission Closing Date requesting clarification, interpretation or explanation, to:

Lorna Sook
lsook@lmdc.ca
 Director of Education, Training and Employment
 Listuguj Mi'gmaq Government

P. O. Box 298
Listuguj, QC G0C 2R0

The Listuguj Mi'gmaq Government reserves the right to distribute any or all questions and answers to the other Respondents.

The Respondents are requested not to make verbal enquiries of the school principal or the staff. Oral information to any Respondent provided by the principal will not be binding.

Written enquiries will be responded to within 48 hours or two business days. Respondents desiring responses by fax are to include a fax number with the enquiry.

6.5 Appendix

The attached Appendix 1 to the RFP are incorporated herein by reference and form part hereof.

APPENDIX 1

GENERAL RESPONSIBILITIES

Contractor's Responsibilities:

1. Management and operation of the kitchen, servery and food service facilities including but not necessarily limited to:
 - (a) the planning of menu patterns;
 - (b) the purchasing of all food and other supplies;
 - (c) the maintenance of adequate inventories;
 - (d) the production, preparation and processing of cafeteria services food;
 - (e) the cash flow to maintain an adequate inventory of food and other supplies necessary for the operation of the Food Services Facilities;
 - (f) the hiring, training, supervision and discipline of the personnel necessary for the efficient operation of the Food Services Facilities;
 - (g) provide and maintain at all times an adequate amount of staff on duty for efficient operation of the food and beverage services;
 - (h) the cash flow to pay the salaries, wages and benefits of the food service personnel employed in the operation of the Food Service Facilities;
 - (i) the day to day cleaning of kitchen (including floors, ceilings and walls as needed), servery and other Food Service Equipment;
 - (j) taking all reasonable measures to prevent waste or damage to supplies, material and the Schools, and the safe operation of the Food Services Equipment, and informing the Client of all required repairs and replacements of the Food Service Equipment.
2. To provide monthly financial statements and annual inventory list;
3. To ensure that all employees meet all legal requirements;
4. To employ only staff who have had a criminal records (vulnerable sector) check completed with resulting records indicating no past convictions which would be inappropriate to their working in a school setting;
5. To secure all permits and licenses;
6. To maintain a blanket insurance policy which shall include public liability and property damage insurance to a minimum of \$5,000,000 for each occurrence;
7. To provide adequate fire, theft insurance to cover its own supplies and property;
8. To supply all replacement for dishes, flatware, portable equipment, cutlery, cooking utensils;

9.
 - (a) To be responsible for cleanliness in the entire food preparation area;
 - (b) To ensure the wrapping of all wet garbage, and placing same in containers;
 - (c) To ensure all dry garbage is kept in containers;
 - (d) To be responsible for pest control within the cafeteria area;
10. To provide maintenance to all equipment supplied by the contractor, and monitor maintenance schedule of school owned equipment;
11. To provide telephone service at contractors expense;
12. To secure kitchen area and such equipment as refrigerators, etc. - as the area may be used at other times by groups other than the contractor, ie: Elders cooking with students; notice to be given ahead of time;
13. To have all prices charged clearly posted;

Listuguj Mi'gmaq Government's Responsibilities:

1. To provide electricity and hot and cold water as required for operation of the food preparation area;
2. To provide storage space for food to be stored;
3. To provide a delivery/receiving area for products to be delivered;
4. To provide tables, chairs and counters in the kitchen and eating areas;
5. To provide access to washrooms for staff employed by the contractor;
6. To provide an area for storage of garbage and disposal of garbage as required;
7. To provide necessary and suitable fire extinguishers for kitchen area;
8. To provide custodial services in eating areas.
9. To provide and maintain fixed equipment.
10. Adequate security in line with other areas of the School.

Food Services Proposal Evaluation Criteria

A review committee composed of representatives from the Listuguj Mi'gmaq Government's Education, Training and Employment Directorate and the Listuguj Health Directorate will review and evaluate the Proposals. All proposals meeting the criteria set out below will be considered. Final selection will be made in consultation with representatives of the Directorates involved.

Criteria

- | | |
|--|------------|
| A Corporate Profile and Experience | 30% |
| <ul style="list-style-type: none">• evidence of food service market share for school-aged customers• commitment to developing a school food services program• confidence that the organization has the required skills and resources to deliver as proposed• previous referable experience in managing and operating food services while adhering to healthy eating policies• previous referable experiences, if any, in providing food services within the community of Listuguj• evidence of successful relationships in schools or other public sector organizations | |
| B Financial Capacity and Commitment | 15% |
| <ul style="list-style-type: none">• demonstrated willingness to provide necessary technical and physical resources to support the development of a school food services program• evidence that the company has an ongoing commitment to innovation and research and development | |
| C Student Centered | 15% |
| <ul style="list-style-type: none">• understanding of and acceptance of a student centered program• evidence of commitment to quality management• demonstrated ability to understand/meet school based customer needs | |
| D Operational Model | 15% |
| <ul style="list-style-type: none">• a reasonable plan based on the school needs, and ability to achieve it | |
| E Nutritional Value | 10% |
| <ul style="list-style-type: none">• commitment from the Contractor that the proposal is based on nutritional value | |
| F Agreement and Project Schedule | 15% |
| <ul style="list-style-type: none">• roles and responsibilities envisioned• evidence of ability to complete the plan and to effect start-up in a time frame compatible with the schools requirements and expectations | |

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