



MUNICIPALITY OF  
**GREENSTONE**

## REQUEST FOR PROPOSAL NO. CS-2018-01

### Canteen Operator Services

Date of Posting	Friday, August 24, 2018
Deadline for Questions	Friday, September 7, 2018 at 4:00 p.m.
Post Answers	Friday, September 14, 2018 at 1:00 p.m.
Submission Deadline	Friday, September 21, 2018 at 4:00 pm

Note: Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

P O Box 70 1800 Main Street, Geraldton, ON P0T 1M0, Canada 807-854-1100

**NATURE'S HOME TOWN**



# INSTRUCTIONS TO PROPONENTS

## 1. GENERAL DESCRIPTION

The Municipality of Greenstone was created in January 1, 2001, by the amalgamation of the former municipalities of the Town of Geraldton, the Town of Longlac, the Township of Nakina and the Township of Beardmore, and an extensive area of unincorporated territory (Caramat, Jellicoe, MacDiarmid and Orient Bay).

- Greenstone is located in the District of Thunder Bay and is 3,172 sq. km (1224 sq. mi) making it one of the largest incorporated municipalities in Canada.
- The Greenstone Region is home to several First Nation communities – Aroland, Ginoogaming, Long Lake 58, Bingwi Neyaashi Anishinaabek (Sand Point), Biinjitiwaabik Zaaging Anishinaabek (Rocky Bay), and Animbiigoo Zaagi'igan Anishinaabek (Lake Nipigon).

The Municipality invites proposals for canteen service provision in any or all of our Community Centres and request that proposals clearly indicate which facility you are interested in.

### General Scope

- This work shall include the provision of canteen services in any or all of our Community Centres for the Municipality, in accordance with the standard terms and conditions and specifications contained herein.
- Award will be based on the most qualified Bidder providing the greatest overall benefit to the Municipality while meeting the requirements of the Proposal Document.

The Municipality operates four (4) Community Centres in four (4) communities:

### Facility Name

### Facility Address

Beardmore Community Centre	100 Main Street, Beardmore, ON
Geraldton Community Centre	200 Wardrope Ave, Geraldton, ON
Longlac Sportsplex	200 Picnic Point Road, Longlac, ON
Nakina Community Centre	206 Northern Ave, Nakina, ON

## 2. DATE AND PLACE FOR RECEIVING REQUEST FOR PROPOSAL SUBMISSIONS

Proposals are to be submitted via email by 4:00 pm, local time, Friday, **September 21**, 2018 to Gabrielle Lecuyer, Clerk, as follows:

To: [gabrielle.lecuyer@greenstone.ca](mailto:gabrielle.lecuyer@greenstone.ca)  
Subject: RFP CS-2018-01 Canteen Operating Services

Proposals received after 4:00 pm, local time, Friday, **September 21,** 2018 will not be considered.

It is the sole responsibility of the person(s) submitting to deliver the Proposal to the appointed municipal representative before the closing time.

Proposals should be signed by an officer of the company in a position to legally bind the company to the statements contained herein.

### **3. CLARIFICATION**

It will be the bidder's responsibility to clarify any details in question before submitting a proposal. Any inquiries must be emailed to:

Nancy Proteau, Director of Community Services  
Greenstone Administration Office  
Email: Nancy.proteau@greenstone.ca

#### **Deadline for queries is 4:00 pm, Friday, September 7, 2018.**

An addendum will be issued up to 7 business days prior to the closing date for items that require clarification or if an error is identified. All Addenda shall become an integral part of the RFP Documents and allowed for by the Proponent in its RFP and RFP pricing.

It is the proponent's responsibility to check the Municipality's Tenders/RFPs webpage at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property> for any Addenda or updates prior to submitting a proposal.

While the Municipality will endeavor to provide notification of the issuance of an addendum to prospective Proponents, the Municipality assumes no liability for the notification and it is the responsibility of each Proponent to monitor the Municipality's Tenders/RFPs web page and determine whether any addenda have been issued by the Municipality.

#### **Any and all Addenda must be acknowledged in the Proponent's pricing.**

Failure to acknowledge addenda will result in automatic rejection of the bid, unless in the opinion of the Director and in consultation with the CAO, the addendum (addenda) does not significantly impact the proposal, in which case the Proponent will be provided 4 business days to formally acknowledge the addendum (addenda) with no change or amendment permitted to the financial proposal.

#### **4. CONFIDENTIALITY, WITHDRAWAL OF PROPOSAL, DISQUALIFICATION OF PROPONENTS, ERRORS AND CORRECTIONS, ACCEPTANCE OR REJECTION OF PROPOSALS**

Refer to the Procurement By-law (By-law 17-23), posted on the municipal website at <http://www.greenstone.ca/content/tendersrequests-proposalsurplus-property>

Alternatively, contact the Municipal Clerk (Tel: 807-854-1100 ext. 2059).

## **STANDARD TERMS AND CONDITIONS**

## **1. CONTRACT ANNOUNCEMENT**

Contracts are officially awarded in accordance with established policies. No announcement concerning the awarding of any RFP will be made until official approval is granted.

Notice to the successful Proponent will be provided in written form to the address of the Proponent indicated in the RFP Proposal.

## **2. EVALUATION & AWARD**

The award of this RFP is subject to the availability of finances and the review and approval by the Chief Administrative Officer and the Corporation's Council (as applicable). Any of these parties may elect not to approve the award of this RFP for any reason.

Provided that at least one of the Proposals received meets the RFP submission requirements an evaluation of the accepted proposals shall be completed by using the following criteria, which are not in any particular order, as well as any other criteria outlined in the RFP specifications.

The Municipality will compare and evaluate each Proposal to determine the Proposal which is most advantageous and best overall value to the Municipality, using the following criteria (not listed in any order of priority):

- a) Proponent's experience and qualifications in the delivery of canteen services
- b) Proponent's approach and methodology in providing the Services required by this RFP;
- c) Proponent's references;
- d) Quality, completeness and organization of the Proponent's Proposal submission; and
- e) Lease amount proposed.

The Municipality reserves the right, in its sole discretion, to consider other additional criteria in the evaluation of the Proposals. The Municipality reserves the right to not complete a detailed evaluation of a Proposal if the Municipality concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

## **3. CONTRACT**

Each submission will be received with the understanding that a Notice of Award, a Purchase Order or Agreement which states acceptance of the offer to furnish all or any part of the services described therein shall constitute a contract between the Proponent and the Municipality. This contract shall bind the Proponent on their part to furnish and deliver the commodities at the

prices given and in accordance with the conditions and specifications of said accepted offer, these Standard Terms and Conditions as provided with the proposal documents, and the Terms and Conditions of the Municipality on its part to take delivery of and pay for the services at the contract price.

No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing by the Municipality.

It is mutually agreed and understood that the Proponent shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, company or corporation without the previous written consent of the Municipality.

The contract may be cancelled by the Municipality upon non-performance of contract terms within fourteen (14) days from date of notification of same unless otherwise stated in the proposal documents, or if service or product is deemed unsatisfactory or the proponent becomes insolvent or is adjudicated as bankrupt.

#### **4. INSURANCE**

Prior to the commencement of this Agreement, and for the entire duration thereof, the Proponent shall obtain and maintain insurance coverage as outlined below, provided by (an) insurance company(ies) licensed to transact business in the Province of Ontario and of satisfactory financial standing to the Municipality. Evidence of such insurance shall be provided to the Municipality in the form of a Certificate of Insurance signed by an authorized signatory prior to the commencement of this Agreement and annually thereafter for the duration of the Agreement and as otherwise specified below.

- a) Commercial General Liability** insurance policy with limit of not less than \$2,000,000 per occurrence that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Contractor. This policy shall include:
- 1) Municipality as Additional Insured
  - 2) Cross Liability / Severability of Interests clause
  - 3) Contractual Liability
  - 4) Minimum thirty (30) day's written notice of cancellation or non-renewal to the Municipality

#### **5. WORKERS' COMPENSATION**

a) PROPONENTS (WITH EMPLOYEES)

- i) Upon notice of the contract award, the successful Proponent shall provide to the Municipality of Greenstone a copy of a valid CERTIFICATE of CLEARANCE, from the Workers' Safety Insurance Board (WSIB).
- ii) No form of contract will be authorized without confirmation of good standing from WSIB.

b) PROPONENTS (WITHOUT EMPLOYEES - INDEPENDENT OPERATORS)

*(An "independent operator" is a person who carries on an industry set out in Schedule 1 or Schedule 2 of the Act and who does not employ any workers for that purpose.)*

- i) Upon the receipt of a successful proposal, the Independent Operator shall obtain a Determining Worker / Independent Operator Status form from the Municipality of Greenstone to apply for an INDEPENDENT OPERATOR LETTER from the Workers' Safety Insurance Board (WSIB).
- ii) The Municipality will not issue a purchase order to any contractor until CONFIRMATION from the WSIB is received.

If further information on WSIB is required, the bidder is advised to contact the WSIB directly.

## **6. OCCUPATIONAL HEALTH & SAFETY**

All work shall be performed in compliance with the Occupational Health and Safety Act and Regulations (including WHMIS Regulations), Highway Traffic Act and Regulations, Transportation of Dangerous Goods Act and Regulations, and all other applicable federal, provincial and municipal legislation.

The Canteen Operator is an independent contractor, not an employee of the Client. No employment relationship is created by this contract for canteen services.

### **a) HEALTH & SAFETY CANTEEN OPERATOR REQUIREMENTS PACKAGE**

Canteen Operators are required to comply with established corporate health and safety policies and procedures.

All Canteen Operators engaging in business with the Municipality of Greenstone are required to complete and return to the Municipality prior to the commencement of work:

- i) Declaration of Accessibility Compliance

## **7. FORCE MAJUEURE**

It is understood and agreed that the contractor shall not be held liable for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

## **8. RESPONSIBILITY FOR DAMAGE**

The Canteen Operator shall repair, replace or restore to its original condition any material, surface or item damaged by their operation.

## **9. CANTEEN OPERATOR'S LIABILITY**

The Canteen Operator shall be responsible for all damages caused by them or their employees, agents or any works or persons employed by them, or under control, or arising from the proposed canteen operations or by reason of the existence or location or condition of work or any canteen equipment used thereon, or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the Municipality safe and harmless from any such claims by third parties, including any legal costs incurred by the owner in connection therewith on a solicitor/client basis.

## **10. INDEMNITY**

The Canteen Operator shall indemnify and save harmless the Corporation of the Municipality of Greenstone from and against all liens, damages, losses, claims, demand payments, suits, actions, recoveries and judgments of every nature and description brought against him and/or the Municipality by reason of any act or omission of the said contractor, his agents, or employees in the execution of, or as a result of the work or in the guarding of it. All permits and fees applicable shall be acquired and paid for by the Contractor.

## **11. CONTRACTORS' PERSONNEL**

- (a) The Canteen Operator shall employ sufficiently experienced and competent trained employees to adequately perform all the specified duties and services.



- (b) Canteen employees shall only be allowed on or in the premises for the performance of canteen services.
- (c) List of all employees shall be provided to the Municipality, and all employees over 18 years of age will require a Vulnerable Sector Check.
- (d) All staff must be 14 years of age unless the operations are owned by their parents/guardians.

## **12. TERMS OF PAYMENT**

Unless progress payments or any alternative payment terms are specified in the contract, the contract price may be invoiced after delivery and shall be payable 30 days from receipt of invoice.

## **13. CANTEEN OPERATOR'S UNDERSTANDING**

It is understood and agreed that the Proponent has by careful examination, satisfied himself as to the nature and location of the work, the quality of materials to be encountered, the character of equipment and facilities needed in the completion of the work.

## **14. FREEDOM OF INFORMATION**

All information obtained by the Municipality in connection with this proposal is the property of the Municipality of Greenstone and must be treated as confidential. It may not be used for any purpose other than for replying to this proposal, and for fulfillment of any subsequent contract. Any Company who requires that the information in its proposal be kept confidential must explicitly advise the Municipality of that fact.

The Company may declare confidentiality of their bid; however, the Municipality is required by law to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act, as amended.

Questions about the collection, use or disclosure of personal information shall be directed to the Municipal Clerk (Tel: 807-854-1100 ext. 2059).

## **15. ACCESSIBILITY**

The Municipality of Greenstone is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

Regulations enacted under the Act apply to every designated public-sector organization and other third parties that provide goods and services to the members of the public.

The consultant/contractor, and all sub-contractors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.

It is the consultant/contractor's responsibility to ensure they are fully aware of and meet all requirements under the Act. A Declaration of Accessibility Compliance will be required by the successful bidder.

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **SCOPE**

The Canteen Operators will assist the Municipality in ensuring the availability of food and beverages to residents during the winter operational months of its Community Centres. The following are deliverables that must be addressed in quotations.

- Verification that food preparation will be supervised by an individual who has completed a Safe Food Handling Course.

- Clear indication of which Community Centre(s) you are requesting to be considered for with bid amounts identified individually for each. Bid amounts are to indicate monthly fees that will be paid to the Municipality exclusive of HST.
- Provide hours of operation of the canteen(s) to coincide with the winter schedule for each of the Centres and have provision for enhanced service during tournaments or special events.
- Provision of a menu that identifies food and beverage items to be regularly available including healthy food choices. For healthy food options please contact the local Health Department. Menus are to include all pricing.

The Municipality intends to enter into an agreement with the selected Operator(s) allowing them to become the Municipality's agent(s) for Canteen operations. The selected Operator(s) will be required to provide verification of the following:

- Proof of Comprehensive General Liability Insurance Coverage with an inclusive limit of not less than \$2,000,000.00 and naming the Municipality of Greenstone as an additional insured. Insurance Certificate must be signed by an Insurance Agent and must contain a clause stating that such insurance shall remain in force and not be amended, cancelled or allowed to lapse without thirty (30) days prior written notice being given to each of the named insured.
- Proof of Completion of a Safe Food Handling Course for anyone who will be working in the Food Preparation area.
- Payment of a TWO HUNDRED (\$200.00) DOLLAR refundable cleaning and damage deposit on the signing of the lease agreement.

## **PROPOSAL SUBMISSION FORM**

### **For the Supply of Canteen Operator Services**

#### **1. Lease Fees**

Prices should be stated in the form of a monthly lease amount exclusive of HST

Prices shall be considered firm for the length of any agreement which might be entered into as a result of this request.

#### **2. Experience**

Proposals should include examples of similar services provided by the applicant.

Proposals should also outline the experience and qualifications of the applicant and any other personnel who will be directly involved in the operations.

**3. Operations**

Proposals shall include hours of operation and staffing. Canteens in every facility have varying equipment and if the applicant will be supplying any additional equipment or resources this should be indicated in the proposal.

**4. List of References**

Proposals should list companies, organizations or individuals who might supply a reference to the level and quality of service provided by the operator. Please supply a minimum of three (3) such references and enter them in the appropriate area in the Proposal Form document.

<b>List of References</b>		
<b>Name of Company/Individual</b>	<b>Address</b>	<b>Phone Number</b>

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I/We, the undersigned, herewith propose to supply Canteen Operator services, in accordance with the specifications issued by the Municipality of Greenstone.

Name of Operator/Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Lease Fee per month: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL TERMS AND CONDITIONS**

**SUBMISSION OF PROPOSAL**

It is the intention of this request to select an operator who can demonstrate a superior level of experience in providing service in Canteen operations at a reasonable price.

Proposals are to be submitted to the Municipality of Greenstone Municipal Office on or before September 21 at 4:00 p.m. local time as follows:

1. One copy of the complete proposal in a sealed envelope clearly marked as follows:

**Canteen Operator Services – RFP**

Municipality of Greenstone,  
1800 Main St.  
PO Box 70,  
Geraldton ON POT 1M0  
Attn: Gabrielle Lecuyer, Clerk

or

2. Email the complete proposal clearly marked in the subject line **Canteen Operator Services – RFP** to [gabrielle.lecuyer@greenstone.ca](mailto:gabrielle.lecuyer@greenstone.ca)

### **Process Schedule**

The Municipality of Greenstone intends to utilize the following schedule in completion of this process. The Municipality reserves the right to amend the schedule should it be deemed necessary:

1. Issuance of RFP August 24, 2018
2. Deadline for Enquiries/Clarification September 7, 2018
3. Post Answers September 14, 2018
3. Deadline for Submission September 21, 2018

### **Clarification**

Should a Proponent find discrepancies in or omissions from the proposal documents, or should there be any doubt as to their meaning, inquiries need to include contact name and information. Should a correction, explanation, or interpretation be necessary or desirable, a written addendum will be issued and posted on the Greenstone website at [www.greenstone.ca](http://www.greenstone.ca) for all to review.

Any addenda issued during the bidding period, are part of these Proposal Documents.

All inquiries and clarification shall be directed to:

**Nancy Proteau**

Director of Community Services  
1800 Main Street, PO Box 70  
Geraldton, ON POT 1M0  
Ph: 1-807-854-1100 ext. 2009  
Email: [nancy.proteau@greenstone.ca](mailto:nancy.proteau@greenstone.ca)

## **RESERVATIONS**

The Municipality reserves the right to reject any and all requests for proposals for any reason whatsoever. The Municipality shall not be responsible for, and respondents shall not be entitled to reimbursement for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered, including loss of profit or consequential loss, by any respondent prior or subsequent to or by reason of the acceptance or the non-acceptance by the Municipality or by reason of any delay in the acceptance of a request for proposals.

## **QUALIFICATION OF PROPONENT**

The Municipality expects that all proponents will be able to provide satisfactory evidence that they have the ability, experience, and marketing plan to enable them to execute and complete the contract successfully. The bidder must be authorized to do business in the Province of Ontario.

## **PROPOSAL EVALUATION CRITERIA**

The Municipality will compare and evaluate each Proposal to determine the Proposal which is most advantageous and best overall value to the Municipality, using the following criteria (not listed in any order of priority):

- a) Proponent's experience and qualifications in the delivery of canteen services
- b) Proponent's approach and methodology in providing the Services required by this RFP;
- c) Proponent's references;  
Quality, completeness and organization of the Proponent's Proposal submission; and
- d) Lease amount proposed.

The Municipality reserves the right, in its sole discretion, to consider other additional criteria in the evaluation of the Proposals. The Municipality reserves the right to not complete a detailed evaluation of a Proposal if the Municipality concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be the selected Proposal.

## **CONTRACT NEGOTIATION**

The municipality will negotiate a contractual agreement with the preferred proponent. If the municipality is unable to negotiate an acceptable contractual agreement with the preferred proponent, then the second preferred proponent may be selected and a contractual agreement developed. The Municipality of Greenstone at any time and without liability, may withdraw from negotiations with any potential proponent.