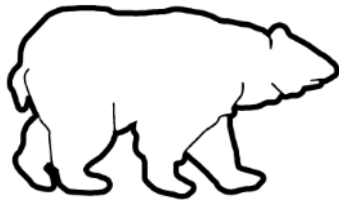


THE CORPORATION OF THE TOWN OF COCHRANE



ONTARIO
COCHRANE

CATERING SERVICES

RFP PS-21-01

ISSUE DATE: February 24, 2021

CLOSING DATE: March 12, 2021 @ 3:00 pm

OFFICIAL REQUEST FOR PROPOSAL



Town of Cochrane: Catering Services Request for Proposal

1 Scope of Work:

The Town of Cochrane is inviting qualified contractors to submit a proposal regarding this potential business opportunity. The Town of Cochrane is seeking a locally based company to provide catering services at the Tim Horton Events Centre located at 7 Tim Horton Drive, Cochrane, ON in support of evacuation events which are hosted within this facility.

For any further information required to submit your proposal, contact Richard Vallée via email: richard.vallee@cochraneontario.com or by phone at 705- 272-6758 x 125.

A mandatory site visit is required by all proponents and will be held on an appointment basis up until March 10, 2021. It is up to the proponent to book the appointment.

Thank you for your time and interest.

Richard Vallée, Community Emergency Management Coordinator

2 Primary Goals of the Partnership

To guarantee provision of catering support services for meals to be prepared at the Tim Horton Events Centre and delivered to the evacuee's respective hotels with the following characteristics:

- 2.1 Ability to cater evacuation events for up to 350 evacuees, who will require 3 (three) meal services daily.
- 2.2 Ability to deliver all meals as per the IPAC document to host hotels for all three meal services.
- 2.3 Creation of menus and menu plans that utilize ingredients and recipes recognized and familiar to those evacuated with respect to their cultural, spiritual and traditional practices and beliefs as dictated by each individual community that may be potentially evacuated and hosted by the town of Cochrane.
- 2.4 Deliver a consistent quality of food and service with the flexibility and responsiveness to adapt to the changing dietary needs of all evacuees.
- 2.5 Ability of the caterer to maintain a minimum of 2 (two) days inventory on-hand of the necessary provisions required to prepare extended food service in the event of food-chain disruption.
- 2.6 Create employment and training opportunities for evacuees.

3 Points to Include in your Submission

- 3.1 A brief overview of your current business including:
 - 3.1.1 Scale of your existing operation
 - 3.1.2 Current staffing levels
 - 3.1.3 List of events catered in excess of 300 attendees in past 5 (five) years.
 - 3.1.4 References for past events
- 3.2 Sample menus that you can offer with an Itemized breakdown of meals and services provided
- 3.3 Type of Service you are to provide (e.g. buffet, plated, mixed, snack)
- 3.4 Capacity: given the kitchen facilities located at the Tim Horton Events Centre; staffing and how many people could you serve at an hourly rate, the contractor must satisfy their requirements to provide services as it pertains to the available infrastructure with regards to equipment, storage of inventory, storage of staples, refrigerated and frozen foods and must include any shortfalls in their submission.
- 3.5 Customer Care: how would you ensure your clients wishes are identified and met?
- 3.6 Staffing: current and additional staffing needed to provide catering at the Tim Horton Events Centre and to safely deliver meals to hotels if required.
- 3.7 Operations: coordination and communication between the Town of Cochrane employees and your staff
- 3.8 List of Suppliers
- 3.9 Inventory and inventory control with a list of equipment your company has on hand
- 3.10 Risks and risk management
- 3.11 Contingency planning
- 3.12 Provide an outline action plan for setting up your operation at the Tim Horton Events Centre with associated timelines

4 Terms and Conditions

- 4.1 The prices quoted shall be in Canadian dollars.
- 4.2 All contractors are requested to list on a separate sheet, any features that they are providing in addition to the basic specifications provided herein and submit this information with their bid.
- 4.3 The Town further reserves the right to negotiate and to refine the requirements where it is in the Town's best interest to do so.
- 4.4 The Town reserves the right to accept or reject any or all bids as it deems to be of their interest to do so.

5 Safety Requirements

- 5.1 The Proponent will meet all Provincial safety standards and laws, including the Ontario Occupational Health & Safety Act.

6 Supervision and Employee Conduct

- 6.1 Contractor must provide proper supervision of their employees as appropriate and will be held responsible for the conduct of their employees. The Town requires that all people employed by the Contractor and subcontractor perform their tasks in a courteous, professional and respectful manner and staff are expected to be knowledgeable in all aspects of their duties and display good customer service skills. Misconduct will not be tolerated.

7 Compensation

- 7.1 All costs associated with developing and submitting proposals for work contained herein are entirely the responsibility of the person submitting the request and therefore, the Town shall assume no liability.
- 7.2 Total price on the Proponent's proposal sheet must include all items listed in the specifications. Listing any items contained in the specifications as an extra cost item shall automatically be cause for rejection.

8 Contractor Capability

- 8.1 A Proponent must be prepared, if requested, to present evidence of experience, ability, capacity, and financial resources and reputation deemed necessary by the Town in the performance of the contract.

9 Negotiations

- 9.1 Terms, conditions and pricing submitted in response to this request shall remain firm in accordance with the terms, conditions and instructions of this request. In the event however, that particular for any aspect of the work or deliverables are unclear or vague, and the contractor proposes a unique solution or product, discussions may be required to clarify elements of the bid or proposal. In addition, once submissions have been ranked in accordance with evaluation methodology, negotiations may be conducted with the top ranked contractors in each category, in order to refine any particulars, which may not otherwise be evident.

10 Contractors Information and Understanding

- 10.1 Contractors are cautioned to review all of the enclosed terms and conditions as they contain many important instructions and considerations, which may affect the bid. The submission of a bid shall be deemed proof that the contractor has satisfied him/herself as to all the provisions of the request, all the conditions which may be encountered, what materials will be required, or any other matter which may enter into the carrying out of the contract to a satisfactory conclusion, and no claims will be entertained by the Town based on the assertion by the contractor that he/she was uninformed as to any of the provisions or conditions intended to be covered by the

contract. It is the contractor's responsibility to clarify with the Town, any details in question mentioned or not in the request, BEFORE submitting a bid.

11 Verbal Information

- 11.1 No verbal instructions or verbal information to contractors will be binding on the Town. All written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the official closing. Should alterations to the bid request form be deemed necessary by the Town, these alterations will be made in the form of written addenda which will be provided to all contractors who received a bid request. The addenda shall be considered as part of the request.

12 Acceptance or Rejection of Responses

- 12.1 The Town of Cochrane reserves the right to accept or reject any response to this RFP. The Town of Cochrane also reserves the right to waive any minor informality in any response. Additionally, the Town of Cochrane may, for any reason, decide not to award an Agreement as a result of this RFP.

13 Consequence of Submission of Proposal

- 13.1 Proposals submitted to the Town shall constitute a valid and irrevocable offer which is open for acceptance by the Town from and after submission until the expiration of the 90th day following the Closing Date specified in Item 14. Proposal Submission Instructions.
- 13.2 The RFP does not create a tender process. This RFP is not an invitation for an offer to contract and is not an offer to contract made by the Town. By this RFP, the Town reserves to itself the right, in its sole and absolute discretion, to consider and analyze the Proposals, select a preferred Contractor and negotiate with all or any of the Contractors and sign an agreement with the preferred Contractor or not sign an agreement at all.
- 13.3 Without limiting the generality of the foregoing, the Town reserves the right to a) reject any Proposal whether or not complete and whether or not it contains all the required information; b) require clarification of the Proposal; c) request additional information on any Proposal; d) reject any and all Proposals without any obligation of compensation or reimbursement to the Contractors; e) re-advertise for new submissions or Call for Tenders for this work or the work of a similar nature; f) negotiate with any one or more of the Contractors with respect to any aspect of the RFP, this process, mandatory requirements or otherwise with respect to the Proposal; g) the Town may, in its sole and absolute discretion, independently verify any information in any submission.
- 13.4 The Town reserves the right to debrief both the successful and unsuccessful Contractors after the announcement of the selected Contractor.
- 13.5 Wherever the words "will", "shall" or "must" are used in this RFP, the Town will have the option of waiving this as a mandatory requirement as it is intended the Proposals be subject to review and negotiation and not all options may be known to the Town at this time. Therefore, the Town must have the ability to waive what otherwise appear to be mandatory requirements in the appropriate situation as determined by the Town.
- 13.6 The lowest priced or any proposal will not necessarily be accepted.

14 Proposal Submission Instructions

Proposals for and Cost Estimate under this R.F.P. will be received no later than:

3:00 p.m. Wednesday, March 24th, 2021

at the Municipal Office to the attention of Richard Vallée, Director of Protective Services, 171 Fourth Avenue, Cochrane, Ontario P0L 1C0 or electronically to Richard.Vallee@cochraneontario.com. It is the responsibility of each proponent to ensure that its' proposal is received prior to the closing time. The Corporation will not be responsible for any lost documents or for those documents that are not delivered to the proper location. Late proposals shall be returned unopened. All submissions submitted shall become the property of the Corporation of the Town of Cochrane.

Proposals must be submitted bearing the name of the proponent, addressed as above and clearly marked:

"RFP – PS-21-01 – TOWN OF COCHRANE: CATERING SERVICES"

Question can be directed to:

Richard Vallée

Director of Protective Services

Richard.Vallee@cochraneontario.com

Tel: (705) 272-6758 ext. 125

The Corporation of the Town of Cochrane

23 Fifth Street, Cochrane Ontario

Cochrane, ON P0L 1C0

15 Protection of Person and Property

15.1 The Contractor shall use due care so that no persons are injured, no property is damaged or lost, and no rights are infringed upon in the supply of the goods and/or services, and the Contractor shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the goods or services or caused in any other manner whatsoever by the Contractor, its employees or agents.

16 Requirements

16.1 To perform the contract in accordance with the terms, provisions, and conditions of the contract, all specifications and requirements of the Town and any supplemental directives issued by the Town and in accordance with the bid pursuant to which the contract had been awarded, any item which fails in any way to meet the terms of the contract is subject to rejection, or to be paid for on an adjusted basis, and the decision of the Town is final.

17 Collusion / Conflicts

17.1 By their submission of their bid, the contractor declares that the bid is NOT made in connection with any other contractors submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud and further that no Member of Council, and no officer or employee of the Town is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance

of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

18 General Liability Insurance

- 18.1 General Liability Insurance shall be in the joint names of the Contractor and the Town with limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, with a deductible of not more than \$5,000.

19 Workers Compensation

- 19.1 WSIB coverage must be provided by the contractor. A valid clearance certificate must be provided to the Town before any work is to commence.

20 Local Content

- 20.1 Tenderer is advised that he/she shall include in his tender prices local content with a minimum value of 35% of the total contract value. Local content is defined as anything purchased within the Town of Cochrane municipal boundaries by the Tenderer, their sub-trades and their staff, for use in this project or associated with the performance of this project, and may include any combination of labour, materials, equipment, rentals, goods and services.
- 20.2 Goods and services shall include lodging, laundry, meals, fuel, mechanical and vehicular services, etc. The Tenderer shall be responsible for contacting vendors and service providers within the Town of Cochrane and setting out terms and conditions of the purchase of local content. Tenderers are encouraged to use locally sourced labour, materials, and equipment to the fullest extent.
- 20.3 The Tenderer shall fill out Schedule A – Proposal Submission Form.
- 20.4 All costs associated with the procurement of local content shall be all inclusive in the Tenderers unit prices for the various items of this contract.
- 20.5 Tenders that do not meet the minimum requirement of local content will not be accepted.
- 20.6 Should a successful Tenderer not maintain the minimum local content requirement as determined by the Tenderers submission of invoices, the Tenderer shall forfeit the difference which shall be deducted from the payment.
- 20.7 In the event that local content contracted during the tendering process becomes unavailable during this agreement, the Contractor shall make every effort to procure local content of the same value to the satisfaction of the Community Emergency Management Coordinator or the owner's representative.
- 20.8 Contracted local content that is not available during this contract, does not relieve the Contractor of his or her obligation to meet the minimum requirement for local content.

Lowest or any bid may not necessarily be accepted

Selection Criteria Factors Weight Given

10 % - Responsive of the written proposal to the purpose and scope of service.

25 % - Proven historical ability to successfully complete contracts of this type, meeting projected deadlines and relevant experience in similar work.

20% - Technical requirements and current equipment.

10% - Experience working with indigenous people and First Nations Communities.

25% - Price

10% - Project Team qualifications, expertise and availability.

21 Indemnification

21.1 The successful Contractor agrees to indemnify and hold harmless the Town and its member municipalities, their respective Directors, Officers, Employees and Agents from and against all suits, judgements, claims, demands, expenses, actions, causes of action and losses (including, without limitation reasonable legal expenses and any claim for lien made pursuant to the Construction Lien Act), and for any and all liability for damages to property and injury to persons (including death), and for any incidental, indirect, special or consequential damages or any loss of use, revenue or profit as a result of or arising out of or in relation to the performance by the Contractor under or any breach of the terms of the Agreement by the Contractor or arising from or relating to the RFP including the Contractor's own or misconduct. The Contractor will also provide as part of the Agreement an indemnity and any waivers of claim to the Town.

22 RFP Overrides Standard Terms and Conditions

22.1 The terms of this RFP and the Agreement reached pursuant to this RFP with the Contractor supersede the contents of any and all standard terms and conditions contained in the documentation from the Contractor, including those contained in or on the reverse of purchase orders, order verifications, sales receipts or other standard documentation supplied by either the Contractor or any equipment suppliers to the Contractor.

23 Contractor's Statement of Understanding

- 23.1 It is understood that the Contractors have carefully examined the RFP and all of the proposal documents and have carefully examined the Work to be performed under the Contract if awarded.

24 Proof of Ability/Prior Experience

- 24.1 The Contractor may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-Contractor, to perform the work by the specified delivery date. The Town shall be entitled to take into account as part of its evaluation of any Proposal any past experience that the Town or any of its member municipalities or related or affiliated organizations have had with any Contractor, whether favourable or unfavourable, and including specifically any contracts, contract disputes, litigation or other experience or dealings whatsoever or reputation that the Contractors may have, or any of them, with such entities.

25 Duration, Termination, Default and Remedies

- 25.1 The Municipality shall, notwithstanding the term provided for herein, have the right, at its complete discretion, without cause, and for any reason, to terminate this agreement upon Five (5) days notice to the Contractor.

26 Renewal

26.1

- 26.2 This Agreement shall, subject to the provisions providing for earlier termination provided for in **Article 25** above, be renewable for subsequent terms of one year, not to exceed THREE (3) additional one (1) year terms of renewal.

- 26.3 The option to renew shall be at the full and complete discretion of the Municipality. The Municipality shall, not later than sixty (60) days prior to the end of the first term, (or any subsequent term) provide notice to the Contractor confirming whether the Municipality will, or will not, offer to renew the Agreement for a further term as provided for.

- 26.4 The Contractor shall then have the option of accepting the offer of renewal. Any offer of renewal by the Municipality shall be subject to the required services in the first year having been fulfilled in accordance with the Agreement. The Municipality shall have the full discretion to propose or decline renewal on the terms provided for herein. Nothing shall limit the right of the Municipality to also decline any renewal, but propose a new Agreement on new terms to be negotiated.

- 26.5 If renewed, all terms of the Agreement remain in effect except for the rate specified in **Schedule "A"** attached hereto.

SCHEDULE A

PROPOSAL SUBMISSION FORM

Proponent Information (Please Print)

Company Name:	
Address:	Main Contact:
City:	Phone:
Province:	Fax:
Postal Code:	Email:
H.S.T. Number:	

UNIT PRICE SCHEDULE

Price per person per day	0-200	200-300
Breakfast	\$	\$
Lunch	\$	\$
Diner	\$	\$
Total price per day	\$	\$

All Applicable taxes are extra

Please note that all prices are subject to approval by Indigenous Services Canada

I/We the undersigned, agree to having examined and read the proposal documents and addenda as issued by the Town. I/We agree to all of the above stated clauses and by signing this form bind ourselves to abide by them with no exceptions, unless written authority is given by the Town. I/We agree to supply the goods, materials or services for the unit prices stated herein.

Signature of Authorized Company Official

Name of Authorized Company Official
(Please Print)

Title (Please Print)

PLEASE NOTE:

PERSON SIGNING MUST BE AUTHORIZED TO SIGN ON BEHALF OF THE COMPANY/INDIVIDUAL REPRESENTED, AND TO BIND THE COMPANY/INDIVIDUAL TO STATEMENTS MADE IN RESPONSE TO THIS CONTRACT.

FAILURE TO SIGN THE SUBMISSION FORM MAY RESULT IN THE PROPOSAL BEING REJECTED.