



Nottawasaga Valley Conservation Authority

REQUEST FOR PROPOSAL 3-2010

CATERING SERVICES



NOTTAWASAGA VALLEY CONSERVATION AUTHORITY
John Hix Conservation Administration Centre
Tiffin Conservation Area
8195 8th Line
UTOPIA, Ontario, L0M 1T0
Telephone: 705.424.1479; Fax: 705.424.2115
www.nvca.on.ca

PROPOSAL CLOSING

Sealed Proposals will be received until 3:00 p.m. on Thursday, March 18, 2010 at the:

Nottawasaga Valley Conservation Authority
8195 8th Line
Utopia, Ontario, L0M 1T0
Attention: Byron Wesson, Director

at which time and date shall be deemed to be the date of Closing of Proposal.

All Proposal submissions must be clearly marked with:

RFP No. 3-2010
CATERING SERVICES
NVCA's address
Attn: Byron Wesson, Director, Land Operations & Stewardship Services
All proposal's must have Respondent's Name & Address
on the front of the envelope.

LATE PROPOSALS WILL NOT BE ACCEPTED.
All inquiries regarding this Proposal shall be directed to Byron Wesson
Telephone No (705) 424-1479 ext. 224
e-mail: bwesson@nvca.on.ca

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GENERAL CONDITIONS

1. DEFINITIONS

For the purposes of this document, the following definitions shall apply except where noted otherwise:

- 1.1. **The Authority** - The Authority is the Nottawasaga Valley Conservation Authority, which is a not-for-profit, publicly funded agency, servicing 18 municipalities in the Counties of Simcoe, Dufferin and Grey. A list of municipalities is attached as Appendix ^{A*}
- 1.2. **Request For Proposal** - This refers to the invitation by the NVCA, for the offer of proposals from Respondents for the provision of Catering Services.
- 1.3. **Respondent** - Any individual, partnership, corporation or legal enterprise submitting a response to the Request For Proposal issued by the Authority.
- 1.4. **Proposal** - The offer submitted by a Respondent in response to the Request For Proposal issued by the Authority.
- 1.5. **Award** - The acceptance by the Authority of a proposal, or proposals, by a Respondent to provide Catering Services as identified and specified herein.
- 1.6. **Contractor/Supplier** - Any Respondent to whom a contract is awarded in response to a proposal submitted on a Proposal form as provided by the Authority.

2. INSTRUCTIONS TO RESPONDENTS

- 2.1. Under no circumstances shall the Respondent rely upon any information or instructions from any Authority member unless the information or instructions are provided in writing or verbally by the Director of Land Operations & Stewardship Services.
- 2.2. The proposal must be submitted on standard business size paper (8½ x 11). No changes may be made to proposals after they have been received. If more than one (1) Proposal is submitted, the only one opened and considered, will be the envelope with the most recent time/date of receipt.
- 2.3. Proposals must be submitted in packages, properly sealed and clearly marked on the outside with the word, **RFP No. 3-2010, CATERING SERVICES, Respondent's Name & Address, Attn: Byron Wesson, Director, Land Operations & Stewardship Services**, and the return address.
- 2.4. Respondents must complete the Proposal Form Appendix ^B

^A Appendix A pg.12

^B Appendix B pg.13

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- 2.5. Electronically transmitted Proposals (i.e. FAX or e-mail, etc.) **will not** be considered.
- 2.6. Proposals will not be accepted beyond the closing time/date as set out by the Authority in the Proposal documents. Any submissions received after the established closing time/date will be returned unopened.
- 2.7. Proposals must be legible and completed in ink or typewritten. Erasures, overwriting, strike-outs will not be reason for rejection, provided all such changes remain legible and have been initialled by the authorized signatory of the Respondent.
- 2.8. Proposals may be withdrawn prior to closing by notification of same in writing, or in person, to the Director of Land Operations & Stewardship Services.
- 2.9. The Proposal must not be made conditional by any statement added to the Proposal form, or accompanying covering letter, or by altering the format of the Proposal documents.
- 2.10. Respondents are responsible for maintaining a copy of their Proposal submission. The original document must be submitted in order to be accepted for consideration.
- 2.11. The Authority, without liability, cost or penalty or Proposal call, reserves the right to:
 - 2.11.1. Not necessarily accept the lowest proposal;
 - 2.11.2. Enter into negotiations with the selected Respondent;
 - 2.11.3. Not award to any Respondent;
 - 2.11.4. Cancel the Proposal;
 - 2.11.5. Issue a new Proposal;
 - 2.11.6. Short-list one or more Respondents for further evaluation.

3. CLOSING

- 3.1. Proposals must be received by the:

The Nottawasaga Valley Conservation Authority
8195 8th Line, Utopia, L0M 1T0
Attention: Byron Wesson, Director, Land Operations & Stewardship Services

on or before:
3:00 p.m. local time on Thursday, March 18, 2010

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3.2. Late submissions will be returned, unopened, to the Respondent.

4. **EVALUATION**

Successful selection will be determined in accordance with the Evaluation Criteria as provided in the "Proposal Specifications" section of this document. Appendix ^C

4.1. **Disqualification**

The Authority, without liability, cost or penalty, in its sole discretion, may disqualify any Proposal before the Proposal is fully evaluated, if:

4.1.1. It contains false information;

4.1.2. The Proposal reveals a conflict of interest;

4.1.3. The Respondent misrepresents any information provided in its Proposal;

4.1.4. In the opinion of the Authority, there is reasonable question with the Respondent's capacity to undertake the services required to fulfill the requirements of the Proposal.

4.1.5. There is less than acceptable confirmation of a positive report subsequent to conducting a check with the Respondent's references and or required Police Records checks.

4.2 **ABILITY & EXPERIENCE**

4.2.1 All Respondents shall provide the Authority with satisfactory evidence of possessing the ability and experience to ensure acceptable performance and completion of the service.

4.2.2 All Respondents shall provide Police Records checks for the Respondent and staff of the Respondent. Police Records checks shall be included in the Proposal in a sealed envelope addressed to Byron Wesson, Director, Land Operations & Stewardship Services, clearly marked *Police Records Checks, Confidential*.

4.2.3 Respondents will be required to complete a Reference Release Form for the propose of contacting references. Respondents must provide at least three (3) references from clients with whom the Respondent has worked for in a similar capacity as that of the Proposal. Appendix ^D

4.2.4 Respondents must have a Certification as a Food Handler in Ontario

5. **QUESTIONS FROM RESPONDENTS**

5.1 Questions will be received until **3:00 p.m. local time, March 10th, 2010**, by the Director of Land Operations & Stewardship Services.

^C Appendix C pg. 14

^D Appendix D pg. 15

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5.2 Questions will be compiled, answered and issued as an addendum to all Respondents no later than **3:00 p.m. local time, March 12th, 2010.**

6. ADDENDA

Addenda to this Proposal may be issued if and when required. Every reasonable effort will be made to ensure that all parties bidding on this Proposal are provided with copies of addenda, however, it is ultimately the responsibility of each potential Respondent to ensure that all addenda have been received, acknowledged accordingly as provided for on the Proposal document and, correctly considered in the preparation of their Proposal.

Addenda will be sent via facsimile to the fax number, or email address as provided by the Respondent at such time as the Proposal document is received. It is the Respondent's responsibility to ensure that the Director of Land Operations & Stewardship Services has an accurate accounting of your fax number and e-mail address and provide any changes/corrections immediately.

7. AWARD

The successful Respondent's Proposal, once accepted, will initiate a contract between the Respondent and the Authority.

8. TERMINATION

8.1 The Authority reserves the right to terminate the contract for sufficient cause, with not less than 15 days written notice, for reasons including but not limited to deficiencies with such items as performance, scheduling, quality, specification compliance, fee problems, etc.

8.2 Either party may terminate the Contract by giving the other party ninety (90) days written notice, and giving reasons acceptable to the other.

9. FREEDOM OF INFORMATION

9.1 The information on this proposal is collected for the purposes of determining the successful supplier of Catering Services. All written quotations received by the Authority may become a public record, once a quotation is accepted by the Authority, and a contract is signed, all information contained in them may be available to the public, including personal information, as per the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S. 1990, Chapter M.56, as amended.

9.2 In accordance with Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), Respondents are reminded to clearly identify in their Proposal material, any specific scientific, technical, commercial, proprietary, intellectual or similar **confidential** information, the disclosure of which could cause them injury or damage. The MFIPPA provides all persons with a legal right of access to information in the custody and/or control of the Authority subject to a limited

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set of exemptions. One such exemption is information that reveals a trade secret of scientific, technical, commercial, intellectual, financial or labour relations, information supplied in confidence by a third party, where disclosure could reasonably be expected to result in certain harms. Respondents are encouraged to place all such details and information within a separate section of their submission. Complete Proposals are not to be identified as confidential.

10. INSURANCE

10.1 The successful Respondent will carry a current General Business Liability policy for not less than \$5 million and will have the Authority as an additional named insured on that policy. The Authority will continue to be covered under it's own policy. Proof of Insurance will be provided annually.

10.2 The successful Respondent will agree to indemnify and save harmless the Authority from and against all costs, claims, demands, suits, actions, and judgments arising out of any alleged act or omission by the Respondent in connection with the services provide or purported to be provided pursuant to this Contract.

11. TERM OF CONTRACT

The term of contract will be for an initial period of one (1) year and shall commence on or about April 1, 2010, and shall remain in effect until March 31, 2011, at which time, the Authority may extend for one (1) more year.

12. ADDITIONAL INFORMATION

12.1 The Respondent shall bear all cost associated with or incurred in the preparation and presentation of its proposal.

12.2 The Authority's rejection of any or all proposals shall not render the Authority liable for any costs, penalties or damages.

12.3 The Respondent shall not hold the Authority liable for any error or omission in any part of the RFP. While the Authority has used considerable efforts to ensure that all information contained in this RFP or any supplement of addendum to it accurate, comprehensive and exhaustive, the Authority does not guarantee or warrant that it is accurate, comprehensive or exhaustive.

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13. SCHEDULE OF PROCEEDS

13.1 The Respondent will attach a 'schedule of proceeds' to be paid to the NVCA outlining the revenue the NVCA will receive for function(s) – see “Value Added Options” Section 15.3

14. CONFLICT OF INTEREST

The Respondent must confirm that the Respondent does not have and will not have any conflict of interest (actual or potential) in submitting its proposal or, if selected, with the contractual obligations of the Respondent as contractor under the agreement. Where applicable, a respondent must declare in its proposal any situation that may be a conflict of interest in submitting its proposal or, if selected, with the contractual obligations of the Respondent under the agreement.

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RFP SPECIFICATIONS

15. ABOUT THE NVCA

The Nottawasaga Valley Conservation Authority is a public sector agency dedicated to the preservation of a healthy environment and environmental education. We provide expertise to help protect our water, our land, our future. We are governed by a Board of Directors (Full Authority) comprised of 24 members from 18 municipalities within our watershed, within three Counties, Dufferin, Grey & Simcoe. The western part of the City of Barrie is also part of the NVCA's jurisdiction.

The NVCA would like to enter into an agreement with a sole caterer for the purpose of providing catering services for special events at the John L. Jose Environmental Centre.

15.1 **SOLE CATERING SERVICES & RESPONSIBILITIES**

The NVCA will advertise the facility availability and coordinate use with the caterer.

The caterer will be responsible for contacting users, arranging catering services, determining cost, providing all food and drink, condiments, dinner wear and cutlery, tablecloths, napkins, etc. The caterer will also be responsible for providing a liquor license, should one be required, and ensuring the safe dispensing of alcoholic beverages. If liquor is required at a function, the caterer will be responsible for providing 'smart serve' staff.

The caterer will be responsible for all function set-ups and take-downs, and for ensuring the facility is cleaned after an event.

The caterer will be responsible for ensuring the security system is property unarmed and armed upon entrance and exit of the property.

The caterer will be responsible for receiving an Application for Special Event Permit from the Simcoe Muskoka District Health Unit and naming a Food Safety Coordinator for every event.

The caterer will be certified as a Food Handler in Ontario and will be responsible for ongoing certification as may be required by the Simcoe Muskoka District Health Unit

The NVCA does not allow the use of a deep fryer on the premises, or any deep frying of food.

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15.1 FACILITY

The Authority owns the John L. Jose Environmental Centre located at the Tiffin Conservation Area, 8195 8th Line, Utopia, in the Township of Essa. The building is equipped with a kitchen and two smaller tea/coffee stations as follows:

- kitchen 10' x 6'
- one Refrigerator for special event use
- one electric stove
- double sinks
- approximately 3'x 8' counter space
- two tea/coffee stations with single sinks 3 x 5

One large room 40'x45', with 38' cathedral ceilings and wood burning floor to ceiling fireplace is available for special events such as banquets; conferences; receptions; workshops. Capacity is 100 people.

The facility provides ladies and mens separate washrooms and parking for 120 vehicles.

The building is heated by electric baseboard and wood burning fireplace. There is no central air-conditioning.

This facility, and all facilities owned by the NVCA, is a non-smoking building.

15.2 DIVISION OF REVENUE

The cost of renting the facility will be the sole responsibility of the NVCA and the NVCA will receive payments for all rentals.

The caterer will determine the fees for their service with the customer. It is anticipated that the NVCA will receive a percentage of the revenue received by the caterer – details of which will be determined upon awarding the contract, and of which will be outlined within the RFP requirements (See Value Added Options, Section 15.3).

RFP REQUIREMENTS

The following requirements must be complied with for the Respondent's Proposal to be accepted:

The Proposal Shall:

- a) Identify the name, address, telephone and facsimile number of a contact person(s) for the Respondent;

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- b) Be made up of one original copy
- c) Include an Executive Summary
- d) Submit proof of appropriate insurance
- e) Include a summary of experience in delivery of Catering Services
- f) Include a description of Respondent's and Respondent's staffs' qualifications, skills, and experience
- g) Include proof of Respondent's and staffing of the Respondent current first aid and CPR qualifications.
- h) Include a copy of Certification as a Food Handler in Ontario
- i) Include a description of the Respondent's ability to provide catering services, including, but not limited to:
 - The maximum ratio of staff for and event
 - Ability to provide liquor license
 - A description of transporting food and beverages including list of vehicles
 - A complete list of menu(s)
 - A list of own equipment
 - Clean-up procedures, including products/materials to be used to clean counters, tables, sinks, and appliances
 - Method of disposing food waste
- j) Include a description of how the Respondent will promote the partnership between the NVCA and the Respondent
- k) Include a breakdown of revenue to be received by the NVCA for events
- l) Include an Emergency Procedure in the event of an injury, medical emergency, and any other unforeseen emergency while catering an event being provided by the Respondent while on the Tiffin Conservation Area property.

15.3 Value Added – Optional

The Authority shall consider in its evaluation of the Proposal, Respondents innovative proposals to enhance the use of the Authority's John L Jose building for events (see Appendix ^E) and welcomes recommendations and suggestions to improve. A value added component would include revenue received by the NVCA from the caterer for events. The Authority shall consider the innovation or enhancement in the evaluation process, only if it will be of measurable benefit to the Authority.

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Appendix A

ADJALA-TOSORONTIO, TWP.

AMARANTH, TWP.

BARRIE, CITY OF

COLLINGWOOD, TOWN OF

THE BLUE MOUNTAINS, TOWN OF

BRADFORD/WEST GWILLIMBURY

CLEARVIEW, TWP.

ESSA, TWP.

INNISFIL, TOWN OF

MELANCTHON, TWP.

MONO, TOWN OF

MULMUR, TWP.

NEW TECUMSETH, TOWN OF

ORO-MEDONTE, TWP.

GREY HIGHLAND, MUNICIPALITY OF

SHELBURNE, TOWN OF

SPRINGWATER, TWP.

WASAGA BEACH, TOWN OF

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APPENDIX B
PROPOSAL FORM

For the Provision of:	CATERING SERVICES
AS SUPPLIED BY:	_____
	FIRM NAME

	ADDRESS

	HEREINAFTER CALLED THE RESPONDENT

TO:	The Nottawasaga Valley Conservation Authority
	8195 8th Line
	Utopia, On
	L0M 1T0
	HEREINAFTER CALLED THE AUTHORITY

I (we) certify that I (we) have read and agree to comply with the Request for Proposal's terms and conditions contained herein and have duly noted any exceptions in our submission; and hereby declare that:

1. No person, firm or corporation, other than the Respondent, has any interest in this Proposal or in the proposed works for which this Proposal is made.
2. This Proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Proposal for the same work and is in all respect fair and without collusion or fraud.
3. The content, requirements and intent of this Proposal document have been read and understood.

Authorized Signing Officer

Print Name

Witness

Dated this _____ day of _____ 2010.

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BID MUST BE SIGNED TO BE VALID

Appendix C

EVALUATION

Upon closing of the Proposal, a Review Committee, consisting of the Director of Land, Operations & Stewardship Services, CAO/Secretary-Treasurer and other representatives of the Authority, will review and evaluate the Proposal

Phase 1 – Review Proposal Requirements & Clarification

The Authority will review the Respondent's proposal for compliance with the Proposal requirements. Proposals that fail to comply with the Proposal requirements shall be eliminated from further consideration and shall not be moved to Phase 2. Provided that the Respondents Proposal substantially complies with the Proposal requirements, the Authority may ask the Respondent questions of clarification that may assist in Phase 2 of the evaluation.

Phase 2 – Evaluation of Proposal

The Authority will evaluate the Respondents proposal with respect to the criteria as noted:

Evaluation of Compliance with the Proposal submission requirements
Evaluation of Services to be provided
Evaluation of Respondent staff and experience
Evaluation of Value Added

If warranted, the Authority may "short list" the most feasible Respondents for further review by means of personal presentations to the Review Committee. The presentations will be based on an agenda and time allocation determined by the review Committee.

In the event of a Respondent presentation to the Review Committee, the final award decision will not be made until after the presentations are completed.

Evaluation Scale:

- 10 = Exceeds Expectations
- 5 = Meets Expectations
- 3 = Partially Meets Expectations
- 0 = Does not Meet Expectations

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REFERENCE CHECK AUTHORIZATION

APPENDIX D

I HEREBY authorize the Nottawasaga Valley Conservation Authority (NVCA) to contact the following for information relating to the nature of service(s) I provided related to Catering Services.

1. Name of Organization: _____
Contact Person: _____
Contact Person Phone: _____
Address: _____

2. Name of Organization: _____
Contact Person: _____
Contact Person Phone: _____
Address: _____

3. Name of Organization: _____
Contact Person: _____
Contact Person Phone: _____
Address: _____

RESPONDENT:

Name: _____
Please print

Signature

Date

Appendix E

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EVENTS

Workshops, seminars, conferences
Business Meetings
Birthday/special occasions
Receptions
etc.

The NVCA offers the following program for children/adult parties:

Life in the Pond
Nature Discovery Hike
A Chickadee Feeling
Winter Watch Hike
The Land of the Three Bears
Keeping Track of Wildlife
Survival Game
Team Dynamics Low Ropes Challenge Course
Orienteering
Wilderness Skills
Snowshoeing
Kick Sleds

Seasonal Tours are available; i.e., sugar bush

The NVCA charges \$8.00 per person for ½ day; \$12.00 per person for a full day, with a minimum of 20 participants. A minimum fee applies for groups less than 20.

It is anticipated that the caterer will promote/advertise these programs/services to advance environmental education and provide the food and drinks for such events if required by the booking parties.