Health Canada and the Public Health Agency of Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Public Health Agency of Canada / Agence de la santé publique du Canada Attn: Shallee Doll Email: shallee.doll@canada.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Health Agency of Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

Proposition à:

Agence de la santé publique du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

Instructions : See Herein Instructions: Voir aux présentes

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Public Health Agency of Canada / Agence de la santé publique du Canada 200, Eglantine Driveway Tunney's Pasture Ottawa Ontario K1A 0K9

Title – Sujet

Cafeteria Services at the Canadian Science Centre for Human and Animal Health

Services de cafétéria du Centre scientifique canadien de santé humaine et animale

Date
July 26, 2018
Time Zone Fuseau horaire CDT / H EC
Other-Autre: 🗌
utes questions à :

Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici

Delivery required - Livraison exigée See Herein – Voir ici

Vendor/firm Name and address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :

Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur

(type or print)/ (taper ou écrire en caractères d'imprimerie)

Signature

Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6

 Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.5 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.7 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

You are invited to submit electronic copies in either official language (English or French) of both the Technical and Cost Proposals. The RFP Reference Number and the title of the Requirement must be in the subject line of your email and your proposal must be structured in accordance to section 3.1.

No price or cost information should appear in any other section of the bid. Failure to provide the Financial Bid in a separate attachment will render a bid non-responsive.

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed Public Health Agency of Canada's server limitation.

2.2.1 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract (see Appendix 1).

2.2.2 It is the Bidder's responsibility to obtain, if necessary, clarification of the requirements contained in the RFP and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A7 (Enquiries).

2.2.3 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source is not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as

applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications Section IV: Additional Information

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

ATTENTION BIDDERS:

Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.

#	Mandatory Technical Criteria	Met (Yes/No)	Cross- Reference to bid <i>(indicate page #)</i>
MT1	 The bidder must provide details of the experience of the Chef / Manager Experience of the Chef / Manager: The Bidder must demonstrate, in the resume for the proposed Chef/Manager, that the Chef/Manager has a minimum of (3) years' experience in the past ten(10) years providing food services, including: Menu planning, Food ordering and verification of deliveries Provision of catering services for functions or events Training and supervising kitchen personnel and, Managing a related food services budget Food Handling Certificate – for the on-site supervisor and in accordance with the City of Winnipeg food service by-law. WHMIS training – documents must be provided. 		
MT2	The bidder must attend the work site visit, or send a representative to attend. A sign in sheet will be available at the site visit, to verify attendance. Date: August 2, 2018, 2:00 PM CDT Location: 1015 Arlington Avenue, Winnipeg Manitoba, R3E 3R2 Contact at Site Visit: Catarina Santos Confirm Attendance by August 1, 2018 to shallee.doll@canada.ca		

4.1.1.2 Point Rated Technical Criteria

Method of Evaluation

A proposal with a score less than 65% overall, for technical compliance will be considered non-responsive, and eliminated from the evaluation.

General Information

The Technical Proposal must address all of the requirements of the Statement of Work (Annex A) and demonstrate the ability to meet all obligations of the bidder.

The Bid Submission must meet all of the Mandatory Elements as well as the minimum overall score (65%) identified for the Point Rated Requirements.

	nical Rated Criteria (R): Write beside each of the criteria the relevant pag proposal which address the requirement identified in the criteria	e number(s) from	Page #	Max. Points
T1	The bidder must provide sample menus for the breakfast and lunch special the soup of the day, for a (4) four week cycle, which are proposed for the part the Minimum Mandatory Menu listed in Appendix E - PRICE PROPOSAL MANDATORY MENU. (Bidders are encouraged to provide as many detail and / or ingredients being used, as possible.)	oricing offered in - MINIMUM		
	 SAMPLE FOUR WEEK MENU : Breakfast Special #1 is to be a smaller portion special (eg. egg/meat of Breakfast Special #2 is to be a larger portion breakfast (eg. eggs, meat breads available) and fruit bowl) Lunch Special #1 is to be a smaller portion special (e.g. soup & half set and rice) 	at, toast (variety of andwich)		
	RATING: Submission to demonstrate variety (frequency of items repeated is minima with multi-cultural food options. Flexibility in menu options and side disherindividual patron's preferences for vegetarian and/or health conscious memeets Canada's Food Guide's recommended foods. Meals are balanced protein options (such as grilled chicken instead of ground beef). High fat minfrequent; Meals are prepared from scratch and appropriate portion sizes	s to reflect als. The menu and contain lean neals are		40
	Submission was incomplete, (i.e.: not full four weeks, or not per the details outlined in the RFP. Limited information was provided.	0-10 points		
	Four-week menu was provided. Menu demonstrated some flexibility in the proposed menu options. A mix of healthy options and popular selections were provided. Could use improvement	11-20 points		
	Four week menu was provided.	21-30 points		
	Submission demonstrated variety (frequency of items repeated is minimal), diverse and multi-cultural food options. Flexibility in menu options and side dishes to reflect individual patron's preferences for vegetarian and/or health conscious meals. The menu met with Canada's Food Guide's recommended foods. Meals are balanced and contain lean protein options (such as grilled chicken instead of ground beef). High fat meals are infrequent; Meals are prepared from scratch and appropriate portion sizes identified.			
	Calories and nutritional information available to patrons	5 points		

	Write beside each of the criteria the relevant part ne requirement identified in the criteria	ge number(s) from	Page #	Max Poir
	tion, as part of the daily specials.	2 points		
	sented in a way that is logical, clear and easy to			
understand				
There are no spelling e	rrors.	1 points		
In addition to M1, the Bid	der should demonstrate within the proposed Ch	ef/Manager's		
training related to the cul Managing experience a 36-47 months 48-60 months 61-71 months 72 months or more Work experience of Che 36-47 months 48-60 months 61-71 months 72 months or more	xperience managing staff, experience as a chef a linary arts. Valid certificate will be required. and qualifications of Chef / Manager 2 points 3 points 4 points 5 points ef / Manager 2 points 3 points 4 points 5 points 4 points 5 points 4 points 5 points 4 points 5 points 4 points 5 points	and accredited		1
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	nical Rated Criteria (R): Write beside each of the criteria the relevant page proposal which address the requirement identified in the criteria	number(s) from	Page #	Max. Points
Ť5	The Bidder should demonstrate that they have a staffing, training and retent	ion plan.		
	Plan exists containing basic information	2 points		
	Plan ensures all staff are fully trained in food handling, basic orientation, follow up plan is in place for ongoing training as needed	4 points		10
	Relief staff identified for vacation or illness	4 points		
	initiatives and sustainable development. The bidder should provide example environmentally friendly initiatives, that it plans to incorporate at the CSCHA Plan exists with clear, attainable solutions	H. 2 points		
	Plan includes Styrofoam/polystyrene - free containers and cups for take- out orders, as identified in Section 10 of Appendix A – Statement of Work	2 points		
	Discount for patrons using their own coffee mug or Tupperware style take out container	1 point		10
	Plan in place to reduce water and energy consumption	2 points		
	Plan to reduce plastic cutlery for take-out, straws and plastic bags	2 points		
	Procure local ingredients (grown within 100 miles/160 KM) for menu items at least once per /month	1 point		
		·		
_	AL MAXIMUM POINTS			/100
PAS	S MARK 65%			65

4.1.2 Financial Evaluation

If the bidder has not met the Mandatory Requirements, and/or the minimum pass mark of 65 for the Technical Elements, the financial proposal will not be evaluated. The items listed within the mandatory menu items are some of the high-demand items currently offered. However, upon issuance of contract and by mutual agreement, between the Departmental Representative and the Contractor various items may be discontinued. If items continue with the new contract, the prices quoted are to remain in effect.

Detailed menu must include portion sizes. GST is not to be included in the proposed pricing, will be charged extra to the menu prices submitted.

The estimated quantities specified below are for assessment purposes only. These are not to be construed as actual usage figures or as an anticipated commitment of sales.

In the event item sizes differ, all bidders' items will be brought to a common denominator. Bid prices will be adjusted (cost per point basis) for evaluation purposes only to ensure comparable bidding.

Example: Bidder 1 - 56 g sandwich = 1.50 (1.50/56 = 0.02678/g) Bidder 2 - 75 g sandwich = 1.75 (1.75/75 = 0.02333/g) Bidder 3 - 83 g sandwich = 1.75 (1.75/83 = 0.02108/g)

A common sandwich size of 71 g (average of 3) x each cost/g would be utilized for evaluation purposes.

All sizes offered MUST be provided in metric.

NOTE: The Total Evaluated Price will be the Total of the Unit Prices in Appendix A and in accordance with the above process if applicable.

PRICE PROPOSAL - MINIMUM MANDATORY MENU

Bidders must provide pricing and size offered for the following, and certify proposed prices: NOTE: Prices must be provided in metric measures.

#	DESCRIPTION	SIZE	SIZE OFFERED	U OF I	EST. QTY	
1	Reg/Decaf Coffee	Med		Ea.	22,500	\$
2	Reg/Decaf Coffee	Large		Ea.	18,500	\$
3	Tea, Reg/Flavoured	1 Bag		Ea.	2,900	\$
4	Milk, White or Chocolate	250 ml		Ea.	1,170	\$
5	Milk, White or Chocolate	500 ml		Ea.	1,170	\$
6	Canned Soft Drink	355 ml		Ea.	2,600	\$
7	Bottled Soft Drink	510 ml		Ea.	750	\$
8	Bottled Water	510 ml		Ea.	1,125	\$
9	Canned Juice	355 ml		Ea.	1,125	\$
10	Bottled Juice	510 ml		Ea.	300	\$
11	Muffin	g		Ea.	3,000	\$
12	Bagel w/Cream Cheese, Fresh or Toasted	g		Ea.	3,750	\$
13	Fruit Bowl	g		Ea.	1,875	\$
14	Cinnamon Bun, Fresh or Toasted	g	n/a	Ea.	3,000	\$
15	Toast, 2 slices w/2 pkgs topping		n/a	Ea.	3,750	\$
16	* Breakfast Special #1		n/a	Ea.	2,800	\$
17	** Breakfast Special #2		n/a	Ea.	4,500	\$
18	*** Lunch Special #1		n/a	Ea.	2,800	\$
19	**** Lunch Special #2		n/a	Ea.	4,500	\$
20	Toasted BLT	g		Ea.	950	\$
21	Veggie Burger	g		Ea	1,000	\$
22	Egg Salad Sandwich	g		Ea.	1,125	\$
23	Ham & Cheese Sandwich	g		Ea.	1,125	\$
24	Turkey Wrap	g		Ea.	1,725	\$
25	Toasted Denver Sandwich	g		Ea.	950	\$
26	Chicken Fingers (3) w/1 pkg dipping sauce	g		Ea.	1,500	\$
27	Tossed Salad w/Tomatoes and Cucumbers (min) w/dressing	g		Ea.	1,125	\$
28	Caesar Salad w/Dressing	g		Ea.	900	\$
29	Home Made Soup	ml		Ea.	2,800	\$

4.2 Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 65 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Ev	Bid Evaluated Price		\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Additional Certifications Precedent to Contract Award

- 1. Workplace Hazardous Materials Information System (WHMIS) Training Certificates for the Chef / Manager
- 2. Food Handling Certificate for the on-site supervisor and in accordance with the City of Winnipeg Food Service by-law
- 3. A valid certificate or letter from the Workers Compensation Board confirming the bidders' good standing account.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s) and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

<u>2010C</u> (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

B9028C (2007-05-25) – Access to Facilities and Equipment

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is: Name: Shallee Doll Title: Senior Contracting & Procurement Officer Health Canada / Public Health Agency of Canada Materiel & Assets Management Directorate Chief Financial Officer Branch Address: 200 Eglantine Driveway, Ottawa, Ontario, K1A 0K9

Telephone: 613-415-4274 E-mail address:shallee.doll@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name:	
Title:	_
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name:	
Title:	
Organization:	

Address: _____

Telephone:	
E-mail address:	

6.6 **Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Contract Value, Barter and Set-Off

In consideration for the services to be provided by the Contractor, Her Majesty hereby waives any rental payments that the Contractor would otherwise have to pay for the use of the cafeteria space and equipment. Furthermore, Her Majesty will also assume the cost of all utilities such as gas, heat, water and electricity as well as the supply of kitchen wares and appliances, as further described herein. This waiver is a partial payment for services rendered.

In exchange for this contribution, the Contractor is expected to perform all cafeteria operation services and to assume all other operational costs and is furthermore and hereby authorized to keep its profits from the operation of these services, again as a partial payment for services rendered.

This barter is constituted by the waiver of fees and costs in exchange for services rendered. The Contractor will be "paid" by a set-off: by the waiver of rental fees and utility costs and by the revenues generated through its own operation of the CSCHAH cafeteria, which profits would have otherwise been shared.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.10 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) <u>2010C</u> (2018-06-21), General Conditions Services (Medium Complexity)
- (c) Annex A, Statement of Work;

- (d) Annex B, Insurance;
- (e) Annex C, List of Items and Equipment Provided by CSCHAH
- (f) Annex D, Schedule of Food Service's Housekeeping Tasks
- (g) Annex E, Security Requirements Check List; and
- (h) the Contractor's bid dated _____

6.11 Insurance

The Contractor must comply with the insurance requirements specified in Annex B. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractor's, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" – STATEMENT OF WORK

1. Title

Cafeteria Services at the Canadian Science Centre for Human and Animal Health (CSCHAH)

2. Introduction

The CSCHAH is unique both in Canada and the world. CSCHAH is recognized as a leading-edge facility in an elite group of Centres around the world equipped with laboratories ranging from biosafety level 2 to level 4 designed to accommodate the most basic to the most deadly infectious organisms. It is the only high-containment laboratory in the world where both animal and human disease research is conducted within the same facility. Facility tours are performed regularly for: dignitaries, diplomats, media, safety personnel and the scientific community from all over the world.

CSCHAH requires cafeteria services which are reflective of the facility – high quality. Cleanliness and appearance are fundamental to the entire facility. As the cafeteria is probably the most visible area within the CSCHAH, it is critical that it is maintained at high standards of cleanliness.

3. Background, Assumptions and Specific Scope of the Requirement

CSCHAH falls within the Minister of Health's portfolio. In addition, CSCHAH houses the Canadian Food Inspection Agency. Accordingly, the intent is to have a World-Class cafeteria in which healthy and wholesome food is served. Food served shall be "From Scratch" home-style cooking whenever and wherever possible.

Patrons of the cafeteria have indicated (by way of an in-depth survey) that they want: healthy food selections from the cafeteria, fair value for their money (quality/quantity and pricing), speedy and friendly service and do not want artificial products (i.e. simulated bacon bits, powdered creamers, etc.). Patrons also requested flexibility in daily specials (i.e. choice of side dish – salad, soup or fries)

The CSCHAH is operational 24 hours a day, 7 days a week; however, the peak occupancy is between 07:00 and 16:00 hours. Cafeteria service must be available at minimum 7:00 to 14:30 Monday to Friday.

On an annual basis, the number of days of operation is as follows: 365 - 104 (weekends) = 261 - 11 (statutory holidays) = 250 days.

Although the cafeteria is utilized throughout the day, the peak cafeteria usage times are estimated as follows:

07:00 - 8:30 - Breakfast service08:30 - 10:00 - Morning coffee breaks11:30 - 13:30 - Lunch service

On average, patrons have a 15-minute coffee break and 30 minute lunch break. Line-ups and wait times affect the quality of their breaks and their future cafeteria usage patterns. During peak times, the Contractor is to ensure that sufficient staff is available to provide prompt and adequate service.

There are currently four (4) CSCHAH-owned microwave ovens located within the cafeteria for use by CSCHAH cafeteria patrons. The Contractor has no obligations related to these microwaves.

There are currently two (2) CSCHAH-owned fridges located within the cafeteria area for use by CSCHAH staff. The Contractor has no responsibility for these refrigerators.

There are two (2) vending machines at 1015 Arlington and one (1) at 820 Elgin operated and managed by the CSCHAH Social Committee for use by CSCHAH staff. The Contractor has no responsibility for these machines.

Statutory Holidays

The Contractor is required to provide services on Louis Riel Day. The Contractor is not required to provide scheduled services on the following statutory holidays (or days in lieu): New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Terry Fox Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

4. Objectives of the Requirement

The operation of the cafeteria facility includes: supply, preparation and serving of foods; provision and maintenance of utensils and dishes; and the cleanliness of the equipment and cleaning of the cafeteria area provided as detailed herein.

The services are to be provided in accordance with cyclical menus, quality standards, portion specifications provided; and prices as submitted with the bidder's proposal. Any changes must be preapproved by the Project Authorities

The existing service consists of the customer ordering and paying for the food at a serving counter and carries it to tables provided (or elsewhere on the premises).

4.1. Clientele

The Contractor's services at the CSCHAH are intended for CSCHAH employees and guests only.

An estimated 450 - 550 people work in or visit the CSCHAH on a daily basis. Included in this daily total, CSCHAH welcomes approximately 11,000 – 12,000 visitors per year. A 160-seat cafeteria is located within the CSCHAH.

Contractors are not authorized to invite other people to make use of the services they offer inside the CSCHAH, nor are Contractors authorized to use the CSCHAH equipment and premises to prepare or store food for clients other than CSCHAH employees and guests. The Contractor is not permitted to use the facility or any part thereof for the preparation of food for delivery and/or consumption in other locations operated by the Contractor.

Contractors should note that all staff, students and visitors are permitted to bring and eat their own food using the cafeteria tables / chairs. There is no obligation to purchase from the Contractor.

4.2. Services required in the production kitchen

The CSCHAH has a well-equipped kitchen to be used to produce all of the services offered. Clientele picks up their orders (meals and food products) from the serving counter. The services offered include, but are not limited to:

- Ordering and paying for the required food products. All required food products shall be stored on site in sufficient quantity to enable the Contractor to meet demand and ensure freshness. All purchases shall be made by the Contractor, in the Contractor's name, and the Contractor shall pay all invoices.
- Receiving goods. All food deliveries must be coordinated with the Shipping/Receiving personnel at CSCHAH. Delivery drivers are not allowed to enter the facility to deliver goods

directly to the cafeteria; Contractor's personnel MUST sign for all incoming shipments at time of arrival. CSCHAH will not sign for nor accept any incoming deliveries for the Contractor

- Food storage (refrigerated and dry goods)
- Food preparation (including cooking)
- Making condiments, cutlery, serviettes, etc. available for self-service
- Cafeteria counter service
- Making an electronic menu outlining the coming week's breakfast and lunch specials available one week in advance
- Washing dishes, pots and trays
- Cleaning and wiping of all tables in the cafeteria, includes lower level, main level and upper level a minimum of 3 times daily (after breakfast and lunch service and end of day)
- Clean-up of the area behind the counter is to be done on an ongoing basis
- Cleaning the cafeteria counter, production equipment, storage room, preparation room and the kitchen (cooking and prep areas).
- Any other activity deemed necessary for the adequate provision of food services

4.3. Catering Services

The CSCHAH has a number of meeting rooms located at 1015 Arlington, 820 Elgin and 745 Logan Avenue. On occasion, the Contractor may be asked to submit a service proposal / quote to provide meals, buffet; hot or cold snack or beverage service. Contractor personnel must be available to clean up after a predetermined period of time.

The Contractor does not have exclusive rights to catering in the facility. Occupants of CSCHAH may, at their own discretion elect to use other food suppliers for events occurring on site at the CSCHAH. In the event that the services of another supplier are used, that supplier will not have access to the kitchen equipment.

Each time catering service is provided; the Contractor shall systematically inform the Project Authorities in advance by email, indicating the location, date and number of people to be served to ensure garbage receptacles are emptied.

4.4. Menus

4.4.1. Fixed Price Menus

The Contractor shall propose a menu based on a four-week cycle that includes a full meal choice and a smaller portion choice for breakfast and a full meal choice and a smaller portion choice for lunch (i.e. 2 breakfast and 2 lunch specials). Each lunch meal shall include soup or salad and a main dish.

Each of the specials shall be offered at a fixed price that includes all applicable taxes.

The fixed prices of the specials are one of the selection criteria that will be used to determine the best proposal. These prices shall remain in effect for one year, after which they may be revisited on a yearly basis, 60 days prior to the anniversary date of the operating contract, in accordance with market changes, subject to approval by the Project Authorities.

In the event of a major rise in the food prices during the course of the contract, and in order to adjust its prices, the Contractor must provide proof of the high inflation rate for the food items in question. In such cases, the Contractor may submit a written request with supporting documentation the Project Authorities.

The Project Authorities shall inform the Contractor of his or her position within 30 days of receiving the request, provided reports, as outlined under section 17 are provided in a timely manner and meet specified requirements. Please note that this option is only available for fixed-price menus. The prices submitted in the list of unit prices shall remain firm for a period of one year.

The fixed-price menus for a four-week cycle can be adjusted with the Project Authority's approval to meet patron preferences and demand. In addition, the menu shall be reviewed twice a year on a seasonal basis (winter menu and summer menu). The Contractor shall send a copy of the new four-week cycle to the Project Authorities, for approval at least four weeks before the new menu takes effect. The purpose of this review is to allow the menu to be changed based on seasonal products or client preferences or to make any other changes deemed appropriate by the two parties. Each menu cycle shall meet the food quality requirements set out in section 6.5 The regular fixed-price menu cycle should include at least one thematic or seasonal menu per month (e.g. a Valentine's Day special) in order to provide some variety.

4.4.2. Special Occasions

Annually the CSCHAH holds a Holiday Season lunch event in December. The CSCHAH will approach the Contractor first to provide lunch service for this event but is not bound to use these services exclusively.

4.4.3. A la carte menus

In addition to the fixed-price menus, the Contractor shall propose a la carte menus, with prices for each item. These prices shall remain in effect for one year; they may be revisited annually, 60 days prior to the anniversary date of the operating contract.

4.4.4. Special menus

In response to requests from a number of cafeteria users, vegetarian dish options should be available as a special or as a second daily special on occasion.

4.4.5. Variety of available selections

All fixed-price and a la carte lunch menus shall offer a variety of choice at least equivalent to the variety identified below:

4.4.5.1. Appetizers:

Homemade soup of the day (should be different every day of the week)

4.4.5.2. Hot meals:

The contractors should vary the required menu selections by including different types of dishes, such as: Meat on its own

A casserole or combined dish Fish A pasta dish Deli products A vegetarian dish

The same type of dish should never be served two days in a row. Likewise, avoid having more than one high-fat dish two days in a row.

Fish should be served at least once a month.

4.4.5.3. Side dishes

Serve potatoes, either plain or prepared and/or a substitute (rice, couscous, bulgur, pasta, etc.) French fries may be served every day, but should never the only choice. Serve at least one hot fresh vegetable (a different one every day).

4.4.5.4. Cold meals

4.4.5.5. Sandwiches

Offer an assortment of a minimum of four different types of sandwiches / wraps every day.

Sandwiches for take-out should be individually wrapped, identified and dated.

In addition to ready-made sandwiches, the Contractor may offer another sandwich option, such as healthy sandwiches prepared upon request.

4.4.5.6. Salads

Side salads and salads that count as a full meal should be available. A main dish salad must include in addition to vegetables and/or fruit, one or more sources of protein and one or more starchy foods that are a source of complex carbohydrates. Dressing should be made available on the side.

4.4.5.7. Fresh fruit

Serve two to three choices of fresh fruit daily, reflecting seasonal availability and preferences. The selection should be varied.

4.4.5.8. Breads, Muffins, Pastries, Desserts

Bread: offer at least two choices, including whole-wheat bread, rolls and other choices, according to demand.

Muffins and pastries: Every morning, and throughout the day serve muffins, croissants, Pastries or breads, according to demand.

Desserts: serve desserts according to demand. Items could include as Jell-O, yogurt, fruit salad, cookies, pudding, etc.

4.4.5.9. Condiments:

Offer all the usual condiments; vary the selection according to the items on the fixed-price and a la carte menus: ketchup, various types of mustard, relish, salt and pepper, parmesan cheese, etc.

4.4.5.10. Beverages

Good quality coffee, tea, decaffeinated coffee, milk, a variety of herbal teas and seasonal choices: hot chocolate, iced tea, juice, fruit drinks and a choice of at least three soft drinks. NB. The Contractor should be open to requests from clients regarding emerging trends or organic or fair-trade products, and should be able to adjust the service offer accordingly.

4.5. Food quality

The Contractor shall serve appealing, appetizing and nutritious food in accordance with the requirements of this request for proposals and the Canada Food Guide. The food served shall be made up of fresh and wholesome ingredients, approved for consumption in Canada and which comply with standards for healthy eating.

The Contractor shall select the food products used so as to minimize the possibility of health risks to clients. For example, the use of monosodium glutamate or any other preservative likely to cause allergies

must be avoided. All products containing allergens or that have been in contact with allergens at any time during processing, must be identified and posted at the point of service.

The Contractor shall serve balanced meals comprising an adequate quantity of food. In the service offer, the Contractor must indicate the portion sizes for main dishes, vegetables and a la carte items.

A sufficient quantity of the daily lunch special shall be prepared so that there are enough of each selection available to the last clients to arrive.

The Contractor is to include a DAILY selection of vegetarian and heart smart/healthy options within their menu selections.

The Contractor shall provide foods, confectionery and beverages that are supportive and consistent with Canada's Food Guide. Daily choices must incorporate whole grain alternatives, low sodium, low or transfat and saturated fat-free alternatives, lean meats, fresh fruits and vegetables, low fat dairy products and side servings of a healthy nature.

To optimize the provision of healthy/heart smart alternatives, upon request by the Project Authorities, the Contractor may be required to consult with an expert in the area of nutrition. This consultation would be arranged by and at the expense of the Crown.

Upon request, the Contractor is to provide a list of ingredients of all foods prepared to the Project Authority.

4.6. Inspections

A CSCHAH official will make unannounced quality control inspections (food quality and safety). These quality control inspections cover all aspects of meal preparation and service, including food storage, the cleanliness of the premises, the compliance of work techniques with sanitary standards (section 6.8) and administrative practices. The inspections are at the discretion of CSCHAH, and may be conducted in the presence of an authorized contractor representative.

The Public Health Inspector with the Manitoba Health Protection Unit will make random unannounced inspection of the cafeteria, kitchen and prep rooms. The contractor must admit these officers at any time to conduct an inspection of the areas. The Contractor must submit copies of all inspections reports to the Project Authorities.

4.7. Service quality

During service hours, the contractor shall provide the staff needed to provide customers with prompt and adequate service (wait lines must be kept to a minimum and delivery of food order must be timely). Further, the contractor must ensure that all services required during business hours are available at all times.

4.8. Food handling regulations

The Contractor shall ensure that all of its contract employees are familiar with basic personal hygiene practices, kitchen practices and food handling practices. Contract employees shall comply with all applicable health and safety regulations, particularly regulations and directive that have been or may be published by Health Canada. The Contractor shall provide employees with all required material or equipment not supplied by CSCHAH (i.e. hair nets, nail brushes, etc.).

4.9. Housekeeping

The Contractor should take note that CSCHAH places significant importance on the imposed housekeeping program for the facilities at its disposal. Consequently, the scope of the required

housekeeping tasks and, specifically, the quality control inspections set forth in Appendix D, must be carefully assessed.

The Contractor is responsible for wiping down and cleaning all cafeteria tables after breakfast service, lunch service and end of day. The CSCHAH janitorial contractors are responsible for the general housekeeping in the cafeteria eating area (i.e. sweeping /mopping of floors, garbage disposal etc.). However, should a spill and/or mess occur during meal service hours, the Contractor is responsible for immediately cleaning up the mess?

Housekeeping / cleaning in the kitchen, prep and food storage rooms is the contractor's responsibility. The Contractor must thoroughly clean the entire kitchen, storage and prep areas (as identified in Appendix D and at intervals and according to the schedule specified therein)

The Contractor must collect dirty dishes and utensils from the dish / tray repositories throughout the day especially after each meal service and at end of day. Dishes and utensils must be washed on a regular basis throughout the day. There should be no dirty dishes left outside the kitchen overnight.

All cleaning products shall be provided by the contractor, and should be as environmentally friendly as possible. For example, the contractor shall avoid using detergents that contain phosphates. The contractor must choose scent free products where possible.

The Contractor must provide CSCHAH with safety data sheets for all cleaning products.

5. CSCHAH's Obligations

- To provide and pay for all electrical energy consumed on the premises. However, the Contractor shall advise the Project Authorities in writing of his/her intention to install any equipment, appliances or machines on the premises which consume or may consume large amounts of electricity. PHAC shall have fifteen (15) days in which to approve or forbid, in writing, the installation of such equipment or machines.
- 2. To heat/cool the premises in such a manner as to maintain a constant level of comfort and to assume all costs related to the operation, maintenance and repair of the heating/cooling systems;
- 3. To provide an adequate supply of hot and cold water, and steam, as required, for the premises;
- 4. To provide flatware and plastic glasses for the use of CSCHAH personnel. The Contractor is not permitted to remove any CSCHAH owned property from the site;
- 5. To supply and replace, at CSCHAH's expense, all fuses, tubes, fluorescent, bulbs and ballasts used within the cafeteria during the term of the Contract;
- 6. To replace or repair, as the case may be, any equipment provided by CSCHAH that is deteriorated by ordinary wear and tear or that is damaged or destroyed by means other than by misuse or negligence by an officer, servant, agent or other person under the control or supervision of the Contractor;
- 7. To provide the following Crown-Owned equipment for use by the Contractor. See Appendix C
- 8. To clean the eating area, including windows and window coverings, to the same standard as common areas in the building, keeping in mind the intended use of the food facility;
- 9. Provide and update menu/pricing signage in keeping with the "look and feel" of the CSCHAH; and

- 10. CSCHAH reserves the right, during the last six (6) months of the Contract, to show the premises to any and all potential future proponents during this period.
- 11. Provide Contractor with operating manuals for all commercial CSCHAH supplied equipment for use under this contract.

6. Contractor's Obligations

In addition to Contractor obligations outlined in other areas of this document, the Contractor is responsible for the following:

- 1. Day to day management and operation of the cafeteria services including the necessary working capital to pay the salaries and wages, including benefits, of its employees;
- 2. The necessary working capital to provide a suitable and adequate inventory of food;
- 3. Taking all reasonable measures to prevent waste or damage to supplies, materials, equipment and premises and informing the Project Authorities of all needed repairs and replacements;
- 4. All prices charged for food sold in the cafeteria are subject to approval by the Project Authorities;
- 5. Contractor is not authorized to install any fixtures, signage or affix items to the building or any items located within the facility without prior approval from the Project Authorities;
- 6. Contractor MUST comply with all Federal, Provincial and/or Municipal health and sanitary laws, regulations, requirements or directions relative to the provision of services in the food service industry;
- 7. Designated food trolleys must be utilized at all times when transporting food products from the shipping and receiving area. The Contractor will be responsible for any damages caused due to improper use of these trolleys and may be required to pay for said damages;
- The Contractor shall keep true and accurate records of all activities related to the operation of the cafeteria and provide to CSCHAH, on demand, all statements, information or records pertaining to gross receipts, operating costs and new revenues;
- 9. The Contractor agrees to pay all business taxes, permit fees, duties and other such charges as may be lawfully imposed in respect of this cafeteria;
- 10. The Contractor agrees not to store any goods whatsoever of an explosive, dangerous or inflammable nature or character in or upon the premises except as required for the operation of the cafeteria. These goods must be approved by the Project Authorities prior to storage on site;
- 11. On termination of the Contract, the Contractor shall remove from the premises all equipment or items belonging to him/her, except those items/equipment which formed part of any approved leasehold/capital improvements, whether attached to the walls or not, and should any property belonging to Canada be damaged in the process, shall restore the said property to the condition it was in on the effective date of this Contract, save for normal wear and tear, or indemnify Canada accordingly;
- 12. The Contractor shall provide excellent customer service to all patrons at all times.
- 13. The Contractor shall not serve or permit the consumption of alcoholic beverages within the CSCHAH;
- 14. The Contractor shall, to Canada's satisfaction, ensure that the highest standards of cleanliness required by law are at all times maintained in the cafeteria, and on a daily basis, in each and

every day throughout the duration of this Contract, clean and keep clean, all tables (minimum 3 times/day), chairs, condiment stands, cutlery stands and cash stands, and within the food preparation and service areas clean the counters, floors and that portion of the walls of the cafeteria within six (6) vertical feet of the floor thereof, and all equipment therein;

- 15. Food Storage area and Prep-Room are both to be kept clean and free of debris at all times;
- 16. The Contractor is responsible for the daily removal of all waste from the kitchen and prep rooms to the designated location for disposal.

7. Environmental and sustainable development programs

The CSCHAH is committed to modeling long term sustainable and environmentally friendly initiatives. As such the Contractor must demonstrate environmental stewardship in all operational aspects including, but not limited to their proposed products for food storage and menu options.

An estimated one (1) week shutdown is anticipated at the onset of this agreement in order to coordinate the changeover of service providers and to facilitate the cleaning/refresh of the kitchen/food prep areas. The Contractor is encouraged to provide an interim food supply for cafeteria patrons during this time.

The Contractor must inform CSCHAH of any proposed environmental and sustainable development programs to be set up.

8. Recovery and recycling program

The Contractor must participate in CSCHAH recovery and recycling program. The Contractor must separate all waste into three categories:

8.1. Material for recovery and recycling

Paper and cardboard Metal, glass and plastic containers

The Contractor shall place recyclable material/items in the containers supplied by CSCHAH. As concerns recycling, cardboard boxes must be flattened before being placed in the container.

One of the initiatives of the environmental program involves the complete elimination of polystyrene. The Contractor shall select and supply Styrofoam-free containers and cups, including those used for take-out orders.

The Contractor is responsible for the disposal of used cooking oil.

8.2. Material to be thrown away – garbage.

Garbage must be placed in the designated collection bin daily.

8.3. Compost

CSCHAH has in place a compost collection program. The Contractor must collect all compostable waste daily and place in a bin provided by CSCHAH.

9. Items and equipment to be furnished by the Contractor

The Contractor must provide and maintain a sufficient quantity of the following items and ensure the quality thereof:

- Paper napkins made in part from recycled material, the Contractor must provide a sufficient quantity
 of paper napkins at the cash register and the utensil counters for use by cafeteria paying customers.
 CSCHAH makes available paper towels for individuals bringing and eating their own lunch and using
 the cafeteria tables.
- Uniforms, aprons, hair nets and gloves for staff
- Biodegradable / compostable cups and containers for tea, coffee and other hot beverages, covers for the cups, and straws (Styrofoam cups are not allowed)
- Cleaning supplies; detergent, dish cloths, dish towels; all items required for cleaning the premises including, but not limited to, vacuum cleaners, mops, pails, brooms and brushes.
- Soap and other products required for the dishwasher, the Contractor shall provide, at its own expense, all required dishwasher products, including water softener.
- Cash register that is CSA approved and subject to the power / space restrictions available at the counter.
- All dinnerware (with the exception of glasses and cutlery), china mugs and sundry items (eg. Condiments, serving spoons, kitchen knives: chef knives, paring and carving knives, etc.; salt, pepper dispensers; all other materials and equipment necessary for the preparation of menu items) All electrical equipment must be CSA approved.
- Provision of debit services or make available an ATM machine on site for use by CSCHAH staff

10. Rooms, equipment and items supplied by CSCHAH

A list of the rooms / areas available to the Contractor:

Kitchen Food Preparation Room, equipped with stainless steel shelving, counters and sink Storage Room equipped with Walk in freezer

The Contractor must keep these rooms clean at all times. In addition, the Contractor must keep the equipment clean at all times by maintaining them in the manner recommend by the manufactures of the equipment. At the end of the contract, the Contractor must leave the rooms and equipment in good condition, bearing in mind that they have sustained reasonable wear and tear.

The Contractor will be responsible for repairing or replacing, at his or her own expense, any items or equipment that is damaged as a result of misuse, within 30 calendar days following a notice to proceed, failing which CSCHAH will have the repairs done and will forward the invoice to the Contractor.

Any lost articles shall be replaced by the Contractor (or CSCHAH, at the Contractor's expense), subject to the same deadlines.

For the duration of the contract, the Contractor shall ensure that these items and equipment are kept clean and in good working order at all times.

11. Computer equipment

The Contractor will not have access to the CSCHAH's computer network.

11.1. The Contractor is required to have the following staff:

Chef / Manager

A Chef / Manager, who is qualified, experienced and able to plan, prepare and serve quality meals. The chef / manager shall have at a minimum three (3) years in the past ten (10) years providing food services in a restaurant or cafeteria style food establishment.

The chef/manager shall:

Act as the Contractor's representative when dealing with CSCHAH on all matters relating to the operating of the contract and obtain all the delegated authority from the Contractor for this purpose;

Be present at the CSCHAH, or be replaced by a clearly identified representative, whenever meals are being served by the Contractor, early enough to direct meal preparation so that meals are ready and properly prepared at the right time, and until the kitchen and related area are fully cleaned following meal service.

Kitchen staff:

The Contractor shall provide and ensure an on-site presence at the CSCHAH of a sufficient number of qualified employees to carry out the tasks identified in this request for proposals, at any time, in a competent, diligent and efficient manner.

The Contractor shall co-ordinate deliveries by its own Contractors and its employees' work schedules so that when a delivery is received at the CSCHAH, there is sufficient staff on duty to receive and take of the goods. Any deliveries made to the CSCHAH for the Contractor when the Contractor does not have the staff needed to receive or take care of the goods will be returned by CSCHAH at the Contractor's expense and with no other possible recourse for the Contractor. **Staff replacements**

For the purposes of the contract, CSCHAH will consider the chef / manager to be the Contractor's representative. The chef / manager must designate a substitute to replace him or her when he/she is not present at CSCHAH.

The Contractor shall provide the staff, supervision and expertise required to ensure high quality service to the satisfaction of the Project Authorities. If the number of employees is not sufficient to provide the service required in accordance with the established standards, as reasonably determined by the Project Authorities, CSHSH may require the Contractor to hire, at its expense, the additional staff needed to carry out the contract. The suppler shall only hire staff who are qualified and who are experienced in providing food services.

The Contractor shall provide replacement staff when any of its employees is away on annual leaver or sick leave or for any other reason. The replacement staff shall have qualifications comparable to those of the staff normally assigned to the CSCHAH. If the Project Authorities notifies the contractor in writing that one of the Contractor's employees is deemed unacceptable, unsatisfactory or undesirable, the Contractor shall replace the employee in question within five working days following the written request. If the Project Authorities determines that the employee is creating a security problem, the employee shall be replaced immediately.

11.2. Appearance:

The Contractor must supply its employees with uniforms in sufficient quantity to ensure that the employee's uniforms are clean and neat in appearance. Employees shall wear their uniforms for their entire shift. The uniforms shall be washable, of good quality, in good taste and always clean and in good condition. Since it receives international visitors, CSCHA will be particularly stringent regarding the

appearance of the Contractor's staff who serve clients. Employees shall be well groomed and polite at all times. The chef / manager in particular shall set an example with his or her dress and appearance.

12. Occupational health and safety

The Project Authorities and his or her representative(s) shall have free access at all times to all parts of the building occupied by the Contractor, in order to carry out the required inspections and ensure that the terms and conditions of the contract are being met, or for any other reason.

The Contractor and its employees shall comply with any directive that may be issued by the Project Authorities, and his or her representative (s) regarding access control or any other security or occupational health and safety issues.

All employees of the Contractor must attend a CSCHAH contractor orientation session on building policies. The session is approximately two (2) hours and will include information regarding fire prevention and escape procedures. No compensation will be paid for the time employees spend in the orientation session. Subsequent sessions will be available for new employees when the need arises.

13. Method and Source of Acceptance

All cafeteria patrons pay for their own food/beverages. As such, cafeteria usage and product acceptance will be based on user satisfaction.

The Project Authorities will, throughout the course of the contract, conduct periodic customer satisfaction surveys. The results of these surveys will be provided to cafeteria personnel and, where possible, and where requested by the Project Authorities, changes will be implemented in order to accommodate requests that reflect the consensus of the patrons.

14. Reporting Requirements

The Contractor shall keep true and accurate records of all activities related to the operation of the cafeteria and provide to the Project Authorities an annual statement of sales. The report must include but is not limited to: summary of monthly sales; summary of retail activity broken down into breakfast and lunch specials served, coffee, other drinks, muffins / pastries, and other menu items. A separate section should be included which details the catering services provided to CSCHAH during the same period of time. The report is due 60 days prior to the anniversary date of the operating contract.

These reports are beneficial in that they provide a cost benefit analysis to senior personnel at the CSHAH as well as they help to outline consumer trends and preferences. These reports are pivotal to support the request of proposed price increases that the Contractor may present to the Project Authorities.

15. Other Terms and Conditions of the Contract

15.1. Location of Work, Work Site and Delivery Point

Cafeteria services are to be performed at the CSCHAH, 1015 Arlington Street. Catering services may be provided at 1015 Arlington, 820 Elgin Avenue and 745 Logan Avenue.

15.2. Language of Work

Services must be provided in English.

15.3. Specifications and Standards/Building Policies

All work performed shall be in accordance with all Federal, Provincial and Municipal Food Handling regulations and laws.

"Cafeteria" means a place that is used for the sale of hot and cold foods, confectionery and hot and cold beverages.

CSCHAH is a LATEX-FREE facility. No latex gloves are permitted in the facility.

Any and all fit-ups or capital improvements become the property of the Crown should this Contract Terminate.

Any proposed improvements must be approved by the Project Authorities.

Publicity – The Contractor must not list, publicize or use for business promotion purposes, the address of the work under this Contract, the name of the facility, the Department or the Government of Canada.

All materials delivered to the facility must be delivered to CSCHAH shipping and receiving.

The Contractor will be required to adhere to any Building Policies – existing at time of contract commencement and implemented during the period of the Contract.

CSCHAH is a scent free facility. Contractor's personnel must refrain from using perfume, cologne, aftershave or products such as lotions and deodorants if they are scented.

The Contractor, when requested by the Project Authorities, will be required to attend meetings on site.

Only those employees whose names appear on the Contractor's approved list, with the necessary Security Clearance will be allowed access to the site under this Contract.

The Contractor and his/her employees must register with CSCHAH/Security on-site when entering and leaving the facility on a daily basis to obtain and return a facility access pass. Valid photo identification must be provided, on a daily basis, to Security when registering into the building.

All keys and/or proximity cards entrusted to the Contractor and his/her employees for the fulfilment of this Contract must be returned to the Security desk before departure from the building at the end of each working day. All lost keys or cards must be immediately reported to the security desk or the PHAC Representative.

Contractor and his/her employees may be subject to questioning and search of tools and supplies in relation to security matters by CSCHAH's Security Personnel.

Upon entering and exiting the facility, all Contractors and their employees shall have all items in their possession (coats, jackets, purses, boxes, briefcases, etc.) scanned through the X-Ray machine.

Respect the Government of Canada no smoking policy on these premises.

15.4. Parking

There is no parking available at 745 Logan Avenue location and vehicle owners are required to find alternative parking off site of the JC Wilt facility.

Parking will be made available at 1015 Arlington Street to Contractors holding contracts and Standing Offer Agreements with the CSCHAH. Only vehicles with proper signage, operated by a contractor who is

on-site for facility related business will be given parking. Contractors must park their vehicles on the gravel lot located at the North East corner of the parking lot. (If no spaces are left on the gravel lot, the vehicle owner will be required to find alternative parking offsite of the CSCHAH parking lot).

Each vehicle must be parked front end in first. Backing into the parking spot is not allowed in order to protect the electrical posts.

Contractors must register their vehicle at the security reception desk. Failure to do so may result in the vehicle being towed.

There will be no parking in the fire lane, which is clearly marked with "No Parking" signs. Any vehicles parking in the fire lane will be subject to being towed at the owner's expense.

There will be no overnight parking or storage of a vehicle allowed.

CSCHAH does not take any responsibility for vehicles parked on the lot. Parking on the lot is at the owner's risk.

Unauthorized vehicles will be subject to tow at the owner's expense

ANNEX "B" - INSURANCE

Commercial General Liability Insurance

Commercial General Liability Insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000 per accident or occurrence and in the annual aggregate.

The following endorsements must be included:

- a. Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract;
- b. The interest of Canada as additional insured should read as follows: Canada, represented by the Minister of Health through the Public Health Agency of Canada;
- c. Notice of Cancellation or Amendment: The Insurer agrees to provide the Project Authorities thirty (30) days written notice of policy cancellation;
- d. Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each;
- e. Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions;
- f. Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees;
- g. Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured;
- h. Voluntary Medical Payments, \$5,000 per person, \$25,000 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability; and

Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other parties.

Quantity	Description
2	Tray Trolleys (Stainless)
1	Steam Table
1	Glass Display Refrigerator
2	Counter Refrigerator
1	Grill
1	Walk in Cooler
2	Condiment Stands
1	Serving Tray Dispenser
1	Hobart Dishwasher
1	Stainless Steel Delivery Cart
2	Food delivery carts with doors and cotter pin
	locking mechanism
2	Oscillating fans
5	Stainless Steel modular shelving racks, 2'deep
	x 4' wide x 6' high
4	Stainless Steel modular shelving racks, 18"
	deep x 3' wide x 6'high
3	2.5" deep stainless steel steam table full
	inserts
3	4" deep stainless steel steam table full inserts
1	Rubbermaid Brute Roll-out container (garbage
	container)
1	Panasonic NE-1257C Commercial Microwave
	Oven
1	Hatco TQ-800 Electric Conveyor Toaster
1	Upright sliding door stainless steel refrigerator
1	Upright sliding door stainless steel freezer
1	Autofry MTI-40C Deep Frying system

ANNEX "C" - LIST OF ITEMS AND EQUIPMENT PROVIDED BY CSCHAH

ANNEX "D" - SCHEDULE OF FOOD SERVICE'S HOUSEKEEPING TASKS

	Daily	Weekly	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Kitchen						1				Ŭ				
Remove stains / splatters from all surfaces and walls	X													
Clean and sanitize counters and other horizontal and vertical surfaces	Х													
Clean and sanitize the inside and outside of garbage cans, recycling and compost bins	X													
Clean dispensers i.e. utensil trays, napkin holders, salt, pepper, etc.		Х												
Sweep, mop and sanitize floors	Х													
Clean and sanitize refrigerators / coolers including racks		Х												
Polish stainless steel		Х												
Clean and sanitize carts and bins, inside and out		Х												
Clean and sanitize sink	Х													
Vacuum ventilation vents / grates			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Dust, clean and /or remove stains from high (6' and up) surfaces (shelving / appliances)			Х	Х	Х	Х	Х	X	X	Х	Х	X	Х	Х
Clean wall surfaces			Х			Х			Х			Х		
Clean ventilation vents / grates								Х						
Clean ceilings			Х											
Grill hood – clean the exposed stainless steel (outside)			Х	Х	Х	Х	Х	X	Х	Х	Х	Х	Х	Х
Dishwasher – interior of the dishwasher to be cleaned daily as per manufacturer's instructions	X													
Clean exhaust hood over dishwasher			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	
Range – daily / weekly as per manufacturer's instructions	X	Х												
Gas Fryer - daily / weekly as per manufacturer's instructions. Grease to be drained daily. The grease to be disposed of	X	X												

by third party at an agreed upon schedule			1											
Kitchen (continued)	Daily	Weekly	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Refrigerated Display Case, Food Warmer and	Х	Х												
Hot Water Dispenser all to be cleaned as per														
manufacturer's instructions – including interior														
racks, glass doors, etc.														
Storage racks – dust shelving			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Storage racks – clean shelving					Х			Х			Х			
Prep Room														
Remove stains / splatters from all surfaces	Х													
and walls														
Clean and sanitize counters and other	Х													
horizontal and vertical surfaces														
Clean and sanitize the inside and outside of	Х													
garbage cans, recycling and compost bins														
Sweep, mop and sanitize floors	Х													
Clean and sanitize refrigerators / coolers		Х												
including racks														
Polish stainless steel		Х												
Clean and sanitize sink	Х													
Vacuum ventilation vents / grates			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Dust and /or remove stains from high (6' and			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
up) surfaces (shelving / appliances)														
Clean wall surfaces			Х			Х			Х			Х		
Clean ventilation vents / grates								Х						
Clean stains from high (6' and up) surfaces			Х											
(shelving / appliances)														
Clean ceilings								Х						
Storage Room														
Remove stains / splatters from all surfaces	Х													
and walls														
Clean and sanitize counters and other	Х													
horizontal and vertical surfaces														
Clean and sanitize the inside and outside of	Х													
garbage cans, recycling and compost bins														
Sweep, mop and sanitize floors	Х													
Storage Room (continued)	Daily	Weekly	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec

Clean and sanitize refrigerators / coolers		Х												
including racks														
Polish stainless steel		Х												
Clean and sanitize sink	Х													
Vacuum ventilation vents / grates			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Dust and /or remove stains from high (6' and up) surfaces (shelving / appliances)			X	X	X	X	X	X	Х	Х	Х	X	Х	Х
Clean wall surfaces – including in walk in cooler			Х			X			Х			Х		
Clean ventilation vents / grates								Х						
Clean stains from high (6' and up) surfaces (shelving / appliances)			Х											
Clean ceilings								Х						
Storage racks – dust shelving			Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х	Х
Storage racks both inside and outside freezer – clean shelving					Х			X			Х			
Walk-in Freezer located in storage room is to be cleaned on a daily/weekly basis. Proper food storage is to be practiced at all times.	X	X												

ANNEX "E" - SECURITY REQUIREMENTS CHECK LIST

				-
Government of Canada	du Canada		Contract Number / Numéro du con 1000202605	trat
	ou ounda		acurity Classification / Classification de UNCLASSIFIED	sécurité
BARTA - CONTRACT INFOR 1. Originating Government Dej Ministère ou organisme pou 3. a) Subcontract Number / Nu 4. Brief Description of Work / E Catelerie / Food Services	partment or Organization ivernemental d'or iméro du contrat e	de sous-treitance 3. b) Name and Address d	IT (BRCL) À LA SÉCURITÉ (LVERS) Branch or Directorate / Direction géné ational Microbiology Lab of Subcontractor / Nom et adresse du s	
5. a) Will the supplier require a Le fournisseur aura-l-il ac	ccass to Control	ed Goods?	100000000000000000000000000000000000000	No
5. b) Will the supplier require a Regulations?	ccess to unclass ces à des donné es techniques?	iñed military technical data subject to the provisions es techniques militaires non classifiées qui sont ass		No No
b) Will the supplier and its er PROTECTED and/or CLA	mployees (e.g. ci	ableau qui se trouve à la question 7, c) sanera, maintenance personnel) require access to n tion or assets la nermitteri	estricted access areas? No access to	No
PROTECTED and/or CLA Le fournisseur et ses emp à des renseignements ou 6. c) is this a commercial court S'agit-li d'un contrat de me	mployees (e.g. ci NSSIFIED information Novés (p. ex. nati à des biens PRC er or delivery req essegarie ou de i	eanera, maintenance parsonnel) require access to n tition or assets is permitted. organis, personnel d'entratien) auront-ils accès à de vitres evou CLASSIFIES n'est pas autorisé. uirement with no overnight storage? Wraison commerciale sans entreposage de nuit?	s zones d'accès restraintes? L'accès	Non Non
PROTECTED and/or CLA Le fournisseur et ses emp à des renseignements ou 6. c) is this a commercial court S'agit-li d'un contrat de me	mployees (e.g. ci NSSIFIED information Novés (p. ex. nati à des biens PRC er or delivery req essegarie ou de i	eanera, maintenance parsonnel) require access to n tition or assets is permitted. cyours, personnel d'entratien) auront-lis accès à des <u>VTEGES evou CLASSIFIES n'est pas autories.</u> uirramant with no overnight teorage? Evraison commarciale sens entreposage de nuit? oplier wit be required to access / indiquer le type d'it	s zones d'accès restraintes? L'accès nformation auquel le fournisseur devra	Non No Non avoir accès
PROTECTED and/or CLA Le fournisseur et ses emp à das renseignementa ou 6. c) is this a commercial courti- S'agit-1 d'un contrat de mi 7. a) Indicate the type of inform Canada 7. b) Release restrictions / Res	mployees (e.g. ci SSIFIED Informa koyés (p. ex. netti à des biens PRO er or delivery req essegerie ou de i vation thet the sup	eaners, maintenance parsonnel) require access to n tition or assets is permitted. orgours, personnel d'entratien) auront-ils accès à de yrtéolès evou CLASSIFIÈS n'est pas autorisé. uirement with no overnight storage? Wraison commerciale same entreposage de nuit? oplier will be required to access / indiquer le type d'it NATO / OTAN	s zones d'accès restraintes? L'accès	Non No Non avoir accès
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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat 1000202605

Security Classification / Classification de sécurité

PARTIC - (continued) | PARTIE C < (cuto) For users completing the form manually use the summary chart below to indicate the category(les) and level(s) of safeguarding required at the supplier's ste(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form entities (via the internet), the summary chart is automatically populated by your responses to previous questions. Dans to cas des utilisateurs qui rempliesent le formulaire en tigne (par internet), les réponses sux questions précédentes sont automatiquement saisles dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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quer qu'il y a des plèces jointes (p. ex. SECRET avec des plèces Jointes).

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

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