



C0001269 FOOD SERVICES PROVIDER TERMS AND CONDITIONS

BETWEEN The Royal Institution for the Advancement of Learning/McGill University, a university duly constituted and having a place of business at 845 Sherbrooke Street West, Montreal, Quebec, H3A 0G4, hereinafter referred to as "McGill University" or the "University";

AND Dana Hospitality G.P. Inc., in its capacity as General Partner of Dana Hospitality Limited Partnership, a limited partnership duly constituted under the Limited Partnerships Act, R.S.O. 1990, chapter L.16, with its main place of business at 2898 South Sheridan Way, Suite 200, Oakville, Ontario, L6J 7L5, hereinafter referred to as the "Supplier".

1.0 CONTRACT

1.1 The agreement between the Supplier and McGill University shall consist exclusively of the following documents (collectively the "Contract"), which shall form an integral part of the Contract, listed in descending order of precedence, for purposes of legal interpretation:

- I. Terms and Conditions as contained herein including Schedule 1 "Definitions"
- II. Scope Description attached as Schedule 2
- III. Financial Schedule attached as Schedule 3
- IV. Selected Extracts from Supplier's Proposal dated April 10, 2019 attached as Schedule 4
- V. Supplier's preliminary transition plan attached as Schedule 5

1.2 The Contract constitutes the entire agreement between the Parties, and there are no prior or contemporaneous oral or written representations, understandings or agreements relating to this subject matter that are not fully expressed herein or by clear and express reference therein.

1.3 The Supplier shall apply to McGill University for any explanation which the Supplier may require as to the meaning and intent of any clause in the Contract. Any explanation given by McGill University shall in no event be construed as an Amendment of the Contract.

1.4 Notwithstanding any course of dealings of the Parties at any time or any statement to the contrary contained therein, no purchase order, sales order, invoice or other similar document issued by a Party shall be construed to modify the terms of the Contract.

1.5 Neither a review, comment, approval, nor a disapproval of any documentation from the Supplier by McGill University shall relieve the Supplier of any of its responsibilities under this Contract, nor shall such review, comment, approval or disapproval constitute an Amendment of the Contract.

1.6 McGill University is under no obligation to enter into, or continue any arrangement with the Supplier that involves any risk that such arrangement is, or appears to be, in violation of the *Act respecting contracting by public bodies, RSQ, c. C-65.1* in the reasonable opinion of McGill University or relevant regulatory authorities.

1.7 The Supplier shall indemnify and hold harmless McGill University, its governors, senior administrative officers and employees from and against any and all liabilities, claims, suits, penalties, fines, demands,

disputes, recourses, damages and expenses including, without limitation, any recourses and reasonable legal fees arising from any and all third party claims in respect of, or resulting from, the provision of Services beyond the scope or the maximum amount set forth in this Contract by the Supplier and its employees.

2.0 CONTRACT TERM

- 2.1 Notwithstanding the date of signature of this document by the Supplier, this Contract shall be deemed to be executed on the date of signature by McGill University.
- 2.2 The Supplier shall commence delivery of the Services on June 1, 2019 (the "Effective Date"). The term of the Contract shall be for a duration of five (5) years starting from June 1, 2019 and ending May 31, 2024. Unless terminated early in accordance with Section 15.0 (Default and Termination) or renewed in accordance with Section 2.3, the Contract will terminate without notice at its expiry.
- 2.3 The Contract may be extended once for a maximum of up to five (5) additional years from June 1, 2024, by mutual agreement of the parties no later than one hundred and eighty (180) days prior to the expiration of the then-current term.

3.0 SCOPE OF THE CONTRACT

- 3.1 The Supplier understands that its Services will form part of, and complement, the services offered to the Clients by McGill University and its other contracted suppliers. The Supplier further understands that McGill University may order Services from other suppliers.
- 3.2 McGill University does not make any representation or guarantee with respect to any volume of Services to be purchased from the Supplier. The Clients shall be permitted to purchase any quantity of Services from the Supplier during the Contract. McGill University shall be entitled at any time during the Contract to add or remove Services and Locations, to modify the Meal Plans as well as increase or reduce its own service offering (whether subcontracted or not) to the Clients.
- 3.3 The Supplier shall provide the Services at the Locations during the Hours of Operation and in accordance with this Contract. The Hours of Operation may be reviewed by McGill University from time to time during the term of the Contract. The Supplier may change the Hours of Operation upon prior consent in writing from McGill University's Designated Representative, such consent not to be unreasonably withheld. Operating hours will be subject to mutual review throughout the term of the contract.

4.0 CHANGES

- 4.1 McGill University may, at any time request any change in the Scope of Services by issuing a written notice duly signed by its Designated Representative.
- 4.2 Within fifteen (15) days of receipt of such request for a Change, the Supplier shall provide in writing detailed information about the request for Change, including the following:
 - 4.2.1 Description of the Change and details of efforts required;
 - 4.2.2 Any proposed modification to the Contract;
 - 4.2.3 Any proposed modification to the Financial Schedule including material, labour, overhead and profit. The details given shall be comprehensive and traceable into the Supplier's supporting documentation;
 - 4.2.4 Any implications on other obligations under this Contract;
 - 4.2.5 Indication as to whether the requested Change falls inside or outside the scope of the Contract, with precise reference to the appropriate provisions of the Contract.

- 4.3 In the event the Supplier does not advise McGill University in strict accordance with the delay and information requirements of section 4.2, the request for Change shall be deemed to be accepted by the Supplier and shall require no Change Order or Amendment to the Contract.
- 4.4 Upon receipt of the Supplier's detailed information about the request for Change, or in the event described at section 4.3, McGill University may, only through its Authorized Representative:
- 4.4.1 issue a Change Order;
 - 4.4.2 elect at its discretion to make counterproposals for the consideration of the Supplier. Upon acceptance of any counterproposals, McGill University can issue a Change Order.
 - 4.4.3 issue a directive to proceed with the change requested by McGill University, in the event the Parties fail to reach agreement, whereupon the Supplier shall be obligated to proceed with the Services thereunder according to the directive.
- 4.5 In no event shall McGill University be obligated to pay any amount to the Supplier on the sole basis of loss of profit due to Changes which result in a scope reduction.
- 4.6 Notwithstanding any unsettled dispute over any matter arising in connection with a change request, the Parties' obligations shall be governed by the directive while the dispute remains unresolved.
- 4.7 McGill University shall be entitled to suspend or cancel the Change Order procedure at any time before its issuance or the issuance of a directive. The Supplier shall have no recourse against McGill University for costs it may incur as a result of its decision to implement any Change without McGill University's written agreement through its Authorized Representative.
- 5.0 DESIGNATED REPRESENTATIVE AND KEY PERSONNEL**
- 5.1 Each Party shall assign one (1) or more person(s) by area of responsibility to act as its Designated Representative. The Designated Representative(s) shall be thoroughly familiar with all aspects of the Contract that fall under such Designated Representative's responsibility and shall be responsible for managing and coordinating the Services accordingly.
- 5.2 The Parties shall confirm the identity of their Designated Representatives by notice to each other upon Contract signature. Any changes to the Designated Representatives will immediately be communicated by notice to the other Party.
- 5.3 Review meetings shall take place as required by McGill University between the Designated Representatives of the Parties (who may invite Key Personnel on an as required basis) to review processes, client issues and suggestions for improvement with an emphasis on Supplier development. A variety of factors and indicators such as quality of service and Client satisfaction will be obtained by McGill University and considered in such meetings.
- 6.0 [INTENTIONALLY DELETED]**
- 7.0 FINANCIAL CONSIDERATIONS**
- 7.1 In consideration for delivering the Services and meeting all its obligations under the Contract, the Supplier shall collect payment from the Clients and, where applicable, from McGill University. All prices for the Services shall meet the standards described in the Contract and be inclusive of all costs pertaining to the fulfillment of the Supplier's obligations hereunder.

- 7.2 In consideration for the privileged opportunity for revenues and benefits granted to the Supplier hereunder, the Supplier shall pay McGill University the Commission and make the Capital Investments described in the Financial Schedule. On the date of each Capital Investment made by the Supplier, the Parties shall agree on the relevant amortization period provided that it shall not exceed 10 years from the Effective Date, calculated using the straight-line method.
- 7.3 Municipal taxes collected by the city directly from the Supplier in connection with its operation of concessions and other places of business at the Locations shall be the sole responsibility of the Supplier. Any other tax collected by any taxing authority from McGill University in connection with the Supplier's operation of concessions and other places of business at the Locations (including any penalty, interest, cost, processing, court and attorney fees paid by the University in connection with the non-payment or late payment of such taxes by the Supplier) shall be charged back to the Supplier.
- 7.4 On December 15 of every year the Supplier shall provide to the University Designated Representative the receipts evidencing that all Municipal taxes for the past year have been paid to the extent such a receipt has previously been issued therefor, or if no such receipt is issued, any other proof of such payment satisfactory to McGill University.
- 7.5 No fee related to the Commission payable to Student Housing and Hospitality Services-McGill University shall be indicated on any quote or invoice to Clients. The Commission payable by the Supplier shall be calculated on the actual gross sales (total sales less applicable GST and QST). Within fifteen (15) days of each Contract month's end, the Supplier shall send an electronic version of their monthly gross sales statement to McGill University's Designated Representative. This monthly statement shall also indicate the cumulative payment adjustments to be effected at year end, in accordance with section 8.2.
- 7.6 The Supplier warrants that the Clients shall benefit from pricing which is competitive with neighboring retail outlets and off-campus Locations and that found at other Montreal universities for similar meal items (calculated on an similar-item-by-similar-item basis) during the same season.
- 7.7 In cases where McGill University, in its own reasonable opinion, deems that the pricing offered to Clients is abnormally high for specific items, McGill University shall have the right to obtain prices from retail outlets, off-campus Locations and that found at other universities in support of its position, and request a pricing adjustment from the Supplier.

8.0 BILLING PROCESS AND TERMS OF PAYMENT

- 8.1 The Supplier shall pay the Commission to McGill University within five (5) business days from the date of payment by McGill University of the Meal Plan invoice.
- 8.2 The Supplier shall pay the Commission amount specified in the Financial Schedule. Any adjustment thereto resulting from all sales, shall be settled within thirty (30) days of the date McGill notifies the Supplier.
- 8.3 Client purchases completed via cash, debit or credit card will be paid directly and immediately by the Client to the Supplier.
- 8.4 Client purchases completed under the Meal Plans shall be collected by McGill University and paid to the Supplier within the 30th day of the month following the month during which such purchases were effected.
- 8.5 Client purchases completed through the use of MMP, shall be invoiced on a monthly basis. Payments shall be made electronically by direct deposit, within thirty (30) calendar days of McGill University's receipt of a valid invoice sent to:

3465 Durocher, 2nd Floor
McGill University
Montréal, (Qc), H2X A08
Attention: Accounts Payable

The Supplier shall only provide originals of invoices, which shall be billed to McGill University and clearly indicate (i) the MMP purchase order number, (ii) the invoice number and (iii) invoice date, accurately stating quantities, unit prices and final price, and referencing the final updated quote(s) accepted by the Client. McGill University will not accept invoices that do not meet these criteria. The Supplier shall follow up directly with the Client for any past due invoices related to catering services. The Supplier is prohibited from delaying or withholding the payment of any amount due to the University (including the Commission) as a means of securing the payment of Client purchases through MMP. Any delay or withholding of a payment due by the Supplier to the University shall be presumed to be for the aforementioned prohibited reason and the Supplier shall have the burden of proving otherwise.

- 8.6 McGill University shall be entitled to withhold any payment due to the Supplier, as McGill University deems necessary in the event that the Supplier is in material breach of any obligation under the Contract including material breaches of instructions or notifications given by McGill University's Designated Representative. For the purposes hereof, breaches of an obligation that, in isolation, would not be considered material shall be deemed collectively as a material breach when repeated after notification in writing by McGill University's Designated Representative and discussion during a review meeting.
- 8.7 In the event McGill University develops an e-billing process, the Supplier shall support and send invoices in electronic format as stipulated by McGill University.

9.0 POINT-OF-SALE SYSTEMS, INTEGRATION AND PCI-DSS REQUIREMENTS

- 9.1 For all Services, the Supplier shall use no point-of-sale system other than the McGill's system. McGill's system (e.g., point of sale and the Volante back office) shall only be accessed on premise.
- 9.2 The Supplier shall ensure that all of its non-point of sale systems that need to be integrated to the meal plan system are compatible with McGill's system. All costs associated with the maintenance, update and any upgrade of the Supplier's systems, software, services and monthly connection fees shall be borne exclusively by the Supplier. McGill University shall assume the costs of the annual POS license fee.
- 9.3 For all debit and credit card processing, the Supplier shall provide its own stand-alone payment terminals and use its own merchant account, and shall not integrate with McGill's point-of-sale system. The Supplier shall not take any action that may put McGill's point of sale system under PCI DSS scope. The Supplier shall not charge any additional fee to the Clients for the use of debit and credit cards for the payment of the Services.
- 9.4 The Supplier shall implement any procedure, protocol or practice to remain compliant with the most recent *Payment Card Industry Data Security Standards* (PCI-DSS) throughout the term of the Contract. The Supplier shall immediately notify McGill University in writing of any change in their *PCI Compliance* certification. The Supplier shall defend, indemnify and hold harmless, the University, its governors, officers, employees, and agents, from and against any and all actions, claims, losses, costs and expenses brought by third parties for any breach of cardholder data the Supplier stores, processes or transmits.

10.0 AUDITS

- 10.1 During the term of the Contract and for a period of seven (7) years thereafter, the Supplier agrees to grant to McGill University, or a firm mandated by it for such purpose, access, at all reasonable hours and upon

two (2) business days written notice, to Supplier's books, records, data in all forms, and all documents pertaining to the performance of the Contract and for the purpose of verifying and auditing the sales reported, Commissions remitted and detecting any fraud, theft of McGill property or misrepresentation in relation with the Contract. The Supplier shall provide assistance and facilitate its conduct, and all out-of-pocket direct costs associated with such audits shall be at McGill University's sole expense. Such audits and shall be strictly limited to the Services provided to the Clients.

- 10.2** The aforementioned audit rights of McGill University shall allow the audit of practices to ensure that all purchasing, behavior or spending patterns have been adhered to. In the event that any material discrepancy is found between the Supplier's policies on ethical purchasing, the environmental or sustainability and its observed actions or practices, the University shall have the rights described in section 10.4.
- 10.3** The Supplier shall maintain proper books of accounts and contract management records with relevant details demonstrating its compliance to its obligations hereunder, in a format suitable for audit. The Supplier shall make such accounts and records available for inspection by McGill University.
- 10.4** In the event it is discovered during an audit that the sales reported and/or Commissions remitted have been altered or falsified, or that the Supplier has otherwise failed to comply with its obligations under the Contract, McGill University shall notify the Supplier by giving it a summary of the relevant findings and, at its sole discretion:
- a) demand appropriate corrections, including immediate payment of any unpaid Commission, or;
 - b) withhold any payment due by McGill University to the Supplier as provided under section 8.6 hereof necessary to satisfy the financial obligation of the Supplier to McGill University; or
 - c) *[intentionally deleted]*; or
 - d) terminate the Contract for Default in accordance with Section 15.0;

the whole without prejudice to any other right or remedy available to McGill University at law and without liability for claims in respect of any costs or damages or any kind as a consequence of the termination of the Contract. In the event of a dispute arising from an audit, the parties shall first resort to dispute resolution provision at Section 34.1.

11.0 OWNERSHIP

- 11.1** McGill University reserves the right at its sole discretion to purchase any additional Equipment and/or perform any renovations during the term of the Contract. Any Equipment purchased or renovations performed by McGill University during the term of the Contract shall remain the property of McGill University. Any Capital Investment made by the Supplier during the term of the Contract shall become the property of McGill University once fully amortized in accordance with the Financial Schedule.
- 11.2** Should either party terminate the Contract for convenience, McGill University shall pay for, and become the owner of, the non-amortized Capital Investment at the depreciated value calculated in accordance with Supplier Amortization Table and the Financial Schedule. McGill University shall have no obligation to so purchase Equipment that is no longer in good working order at the date of termination. In the event the Contract is terminated for Default, McGill University shall also pay for, and become the owner of, the non-amortized Capital Investment (if Equipment, only Equipment which is in good working order), however all proven losses, costs or damages for which the Supplier is liable under the Contract shall be set-off against the depreciated value of the Capital Investment, and only the remainder (if any) shall become due by McGill University.

12.0 GENERAL LIABILITY AND INDEMNIFICATION

- 12.1 The Supplier shall be responsible for all acts and damages of any nature whatsoever caused by its employees, agents, representatives, sub-contractors and any other third party under the direction or control of Supplier related to the performance of the Services. The Supplier agrees to take all necessary measures to prevent injury and loss to persons or property while performing the Services.
- 12.2 The Supplier is responsible for the management and safety of all the Services performed under this Contract. At no time shall McGill University be responsible for any injury sustained by the Supplier's personnel or subcontractors, nor will McGill University be responsible for any loss or damage, suffered by the Supplier, its personnel or subcontractors, except to the extent where such injury or damage is the direct result of the gross negligence or willful misconduct of McGill University, its employees, its agents or its representatives.
- 12.3 The Supplier agrees to defend, indemnify and hold harmless, McGill University and its officers, governors, employees, and agents (the "Indemnified"), from and against any and all actions, claims, losses, costs and expenses ("Claims"), having resulted from performance of the Services, or acts or omissions of every kind and nature whatsoever by Supplier, or its officers, agents or employees acting (i) within the scope of their employment and (ii) in the performance of Services under the Contract, brought by or resulting from third parties, including the Supplier's employees or McGill students, against the Indemnified except to the extent that such Claims result from any act or omission of the Supplier done (or not done) pursuant to the express direction of University, or have been caused by the proven gross negligence or willful misconduct of McGill University. Upon any Indemnified's written request, the Supplier shall protect and defend any such Claims, at its own expense. The Supplier's indemnification obligations hereunder shall survive termination or expiration of the Contract.
- 12.4 Except for claims for personal injury, intellectual property infringement, breach of information security (including payment card data) or property damage resulting from intentional or gross negligence, neither party shall be liable to the other for consequential, punitive, exemplary, indirect or special damages. This limitation shall not prevent McGill University from seeking temporary and/or permanent injunctive relief against Supplier without the necessity of proving actual damage to McGill University.

13.0 INSURANCE

- 13.1 The Supplier agrees to keep in full force and effect, at its own cost, the following insurance coverage:
- a) comprehensive general liability insurance, including but not limited to products liability, contractual liability and non-owned automobile liability, the whole covering the legal liability of the Supplier for injuries to or death of persons and/or damage of property of others in which the limit of liability shall not be less than \$ [REDACTED] for any one occurrence of bodily injury and property damage;
 - b) automobile liability insurance covering the legal liability of the Supplier for injuries to or death of persons and/or damage to property of others in which the limit of liability shall not be less than \$ [REDACTED] for any one occurrence;
 - c) Employee Dishonesty (Fidelity Insurance or 3-D Bond) in which the limit of liability shall not be less than \$ [REDACTED] for any one occurrence;
 - d) It shall be the responsibility of the Supplier to provide any other insurance it may deem necessary.
 - e) Cyber Liability insurance policy, including coverage for network security/data protection liability/privacy liability arising in connection with the services described herein. The insurance shall

have limits of no less than [REDACTED] per each occurrence. Cyber Liability insurance policy, including coverage for network security/data protection liability/privacy liability arising in connection with the services described herein. The insurance shall have limits of no less than [REDACTED] per each occurrence.

- 13.2 All such insurance coverage shall be obtained from a duly licensed company or one authorized to sell insurance in the jurisdiction of the head office of the Supplier and shall contain a provision prohibiting cancellation except upon at least thirty (30) days prior notice. All such insurance policies will be primary in the event of a loss and the General Liability policy shall contain a waiver by the insurer of any subrogation rights against McGill University, its servants and agents and any person, corporation or organization in any manner connected with the University. Certificates evidencing such insurance naming McGill University as an additional insured for the General Liability and cyber liability coverage shall be filed with McGill University on the date hereof and within a reasonable time after any renewals or changes to such policies are issued.

14.0 REPRESENTATIONS

14.1 The Supplier represents and warrants as true at all times during the term that :

- a) It has the full corporate power, authority and right to enter into this Contract and to perform the Services;
- b) It understands and assumes the risks related to the delivery of the Services and represents that it performed a diligent market investigation before executing the Contract. It shall therefore be responsible to identify and obtain all information required to perform the Services, whether or not such information may be available from or provided by McGill University and further warrants that the Services shall conform to all of the requirements described in the Contract;
- c) It possesses the necessary employees, in sufficient numbers and with the appropriate competencies, required to perform the obligations of the Contract;
- d) It is licensed to do business in the Province of Quebec;
- e) It shall obtain and maintain at its own expense, all permits and licenses required for itself and its personnel to comply with all existing laws, ordinances, and regulations, including all relevant municipal, provincial and federal regulations and by-laws concerning the Services;
- f) It will adhere to all University policies/regulations and guidelines affecting the Contract and ensure the same of all its employees;
- g) It shall perform the Services and generally conduct its business affairs in accordance with the McGill University Supplier Code of Conduct available at <https://www.mcgill.ca/procurement/>
- h) It shall ensure that its employees and operations comply with any condition attached to the University's existing and future liquor licenses.

15.0 DEFAULT AND TERMINATION

15.1 The Contract may be terminated by either Party for convenience upon a one hundred and twenty day (120) day written notice to the other Party. Except as otherwise indicated in the Contract, the termination of the Contract shall discharge any further obligations of either Party.

15.2 The Contract may be terminated by either Party, at no cost, in the event that the Parties are unable to agree on a reasonable Amendment to this Contract following a Material Change, provided that the Parties comply with the procedure set forth in Section 15.10.

15.3 The Supplier shall be in default on the occurrence of any of the following events (a "Default"):

a) in the event of its failure to respect or fulfill any of its obligations under this Contract including, without limitation:

- suspension or abandonment of its performance under the Contract;
- becoming ineligible for public contracts by the appearance of its name on the Quebec register of enterprises ineligible for public contracts;
- failure to comply with safety or security requirements under the Contract;
- failure to comply with food safety laws, ordinances, and regulations;
- failure to put in place, or maintain, the performance guarantee required under the Contract or provide an original thereof to McGill University; or
- failure to perform any of its obligations under any other agreement that the Supplier may concurrently have with McGill University.

b) if any of the following events occurs in respect of the Supplier:

- it files a petition in bankruptcy; or
- a petition of bankruptcy is filed against it and is not discharged within thirty (30) days; or
- it becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due; or
- any arrangement or composition with or for the benefit of creditors (including any voluntary arrangement) is presented; or
- a receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over, or any distress, execution or other process is levied or enforced upon the whole or any part of the Supplier's assets; or
- it ceases to carry on business; or
- any similar event to those set out above occurs in any jurisdiction in which the Supplier is organized.

15.4 The occurrence of any event described under sub-section 15.3b) shall cause the Contract to terminate immediately without any notice or delay.

15.5 For all other cases, McGill University shall notify the Supplier in writing of the Default and require that the Default be remedied, at the Supplier's cost, within forty-eight (48) hours following receipt of such notice, or any longer period of time determined by McGill University, if it deems the Default cannot reasonably be cured within such delay. In the event the Default is not remedied within the period of time so determined, without prejudice to any other right that it shall have, McGill University shall be entitled :

a) to extend the notice to cure, if it deems the Default will be cured within such extended delay;

b) by further written notice to the Supplier, to terminate the Contract without prejudice to any other right or remedy available to it at law and without liability for claims in respect of any costs or damages or any kind as a consequence of such termination.

15.6 In cases where McGill University, in its own reasonable opinion, deems the Default to be a minor default which does not materially affect the Services or the Supplier's obligations under the Contract, McGill University shall provide a notice of deficiency to the Supplier's Designated Representative verbally or in writing, however in all instances of a verbal notification, a written confirmation documenting the time of the initial notification must follow. The Supplier shall be required to rectify the deficiency within one (1) day from receipt of the written confirmation or any longer period of time reasonably determined by McGill University, if it deems the deficiency cannot reasonably be rectified within such delay.

15.7 In the event that a deficiency described in section 15.6 is not rectified to the satisfaction of McGill University within the time required in the written confirmation, McGill University shall be permitted to collect remedies of [REDACTED] per business hour, per occurrence, until the situation is rectified. This remedy shall not apply until after the period for rectification pursuant to Article 15.6 has elapsed.

15.8 In no event shall any penalty described under section 15.7 be interpreted as being an anticipated evaluation of the Supplier's liability as a result of a Default, nor shall the application by McGill University of such penalty limit any of its other rights and remedies.

15.9 Upon the expiry of the term or termination for convenience, McGill University shall be relieved of all of its obligations under the Contract, including any payment obligation to the Supplier, as of the date of termination of the Contract, except for any unfulfilled payment obligation described in section 8.4 and 8.5. In the event of Supplier's Default, the Supplier shall be liable for all proven losses, costs or damages sustained by McGill University as a result of the Supplier's Default subject to the exclusions described in Section 12.0. McGill University shall be entitled to deduct all such proven losses, costs or damages from any payments due to the Supplier in connection with the Services.

15.10 For purposes of Section 15.2, a Material Change means the start of construction work to add, remove, expand or renovate the Locations (including, National Brand Locations) the reasonable effect of which is to significantly increase or decrease overall revenue of all Locations as a whole. A "significant" increase or decrease shall constitute a change of plus or minus (+/-) 5%. In the event of a Material Change, the Parties shall, within one hundred and twenty (120) days of receipt of written notice from one Party to the other, meet to negotiate in good faith a reasonable Amendment to this Contract. In the event that the Parties, acting reasonably, are unable to agree on such Amendment within one hundred and twenty (120) days of receipt of such notice, then either Party may terminate this Agreement upon a one hundred and twenty (120) day written termination notice to the other Party.

16.0 FORCE MAJEURE

16.1 The Parties shall not be considered in Default of performance of their respective obligations under the Contract to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be defined as any cause beyond the control of the Parties which could not reasonably have been foreseen and guarded against. In the case of the Supplier, Force Majeure shall not include:

- financial problems of the Supplier, its agents or companies, leading to failure to deliver;
- a failure of the Supplier, its agents or companies, to maintain adequate supplies or equipment;

- labour strikes by Supplier's employees that could be reasonably foreseen or avoided; and
- student strikes that can be reasonably be circumvented.

16.2 To ensure that McGill University and/or the Supplier can make alternate arrangements, the Party relying on a force majeure shall provide a notice of the existence of a force majeure as soon as reasonably practicable. The suspension of the obligation to perform is temporary and the obligation shall resume as soon as the force majeure no longer exists or the problem is remedied.

16.3 In the event that the conditions of force majeure shall continue for more than thirty (30) calendar days from the date of the notice, the other party shall be entitled to terminate the Contract without further notice or payment of any compensation, expense, or cost of any kind by providing notice of same to the other Party.

17.0 PARKING AND DELIVERY ON MCGILL DOWNTOWN PREMISES

17.1 [REDACTED] parking on McGill University's property by the Supplier shall be governed according to McGill University's parking regulations, availability, and payment of the applicable fees. Parking permit fees are subject to change on a yearly basis. Parking is also available at a daily rate of \$3.50/30 minutes to a daily maximum of \$20, Monday to Friday or a flat rate of \$10 after 5 p.m. on weekdays and daily on weekends.

For illustrative purposes only, the below rates are valid until April 30 2019.

<u>Location</u>	<u>Non McGill Monthly Rate</u>	<u>Non McGill Weekly Rate</u>
<u>All Areas</u>	<u>\$380.00</u>	<u>\$96.00</u>
<u>680 Sherbrooke</u>	<u>390.92/\$357.00</u>	<u>\$89.00</u>
<u>Burnside</u>	<u>\$311.00</u>	<u>\$83.00</u>
<u>Main Campus, FDA</u>	<u>\$301.00</u>	<u>\$80.00</u>
<u>RVC, Laneway between Peel and McTavish</u>	<u>\$289.00</u>	<u>\$77.00</u>
<u>Education, McIntyre</u>	<u>\$259.00</u>	<u>\$71.00</u>
<u>Powell</u>	<u>\$248.00</u>	<u>\$66.00</u>
<u>3661 University, Behind 501-517 Pine, Lyman Duff, MNI, Currie Gym, Residences, Northwest Zone (B2)</u>	<u>\$228.00</u>	<u>\$65.00</u>

17.2 McGill University's *Green Campus initiative* has been created to provide a pedestrian-friendly Downtown Campus for its faculty and students. Deliveries are restricted to: Monday to Friday 7:00 a.m. to 11:00 a.m., on McGill University's *Downtown Campus* and the pedestrian area of *McTavish Street*.

18.0 HEALTH AND SAFETY REGULATIONS

18.1 The Supplier's employees shall exercise caution and be alert at all times when performing the Services and shall be aware of all applicable health and safety regulations, including all related University policies.

18.2 The Supplier will ensure that all relevant health and safety regulations (issued by government and industry) are applied at all stages of the operation of the Services by its employees.

18.3 There shall be an unexpired first aid kit fully stocked at each of the Locations and there shall be at least one employee on duty in each Location trained to provide immediate first aid procedures in case of an accident. The Supplier will ensure that the management team uses a system for keeping staff members informed of changes in health and safety regulations that apply to the Services.

18.4 The Supplier shall immediately remedy any deficiencies or shortcomings reported.

18.5 The Locations provided by McGill University for the provision of the Services shall be in good condition and under the responsibility of McGill University for housekeeping and maintenance to ensure compliance with applicable laws concerning building conditions, sanitation, safety and health. As between McGill University and the Supplier, McGill University shall have exclusive and final authority to make any modification or alteration to the Locations (whether structural or non-structural) necessary to comply with any statute or governmental regulation.

19.0 CHANGES IN LAWS

19.1 If, after signature of the Contract, the Supplier becomes aware of the introduction of any new relevant legislation, regulation, standards or of any new relevant interpretation thereof by the appropriate authorities, it shall so inform McGill University in writing, with the details.

20.0 NO USE OR COLLECTION OF PERSONAL INFORMATION

20.1 All information held, collected, used, generated or released by the Supplier under the Contract will not allow natural persons to be identified other than the following information which shall not be considered personal information: McGill University's employee names, titles, work phone numbers and work e-mail addresses.

21.0 CONFIDENTIALITY

21.1 Before and during the term of the Contract, the parties, their employees and subcontractors, if any, may have access to confidential information. The parties shall hold all such confidential information in strict confidence and shall neither disclose, sell, nor use such confidential information for any other purpose than the one for which the disclosing party has disclosed same. The parties shall disclose such confidential information only to those of its employees for whom their knowledge of the confidential information is essential for this purpose. The parties warrants that they, their respective employees, agents or subcontractors, if any, shall take all reasonable measures to ensure that confidentiality is respected. McGill University's confidentiality obligations regarding certain information of the Supplier shall be subject to the rights and procedures enacted under the *Act respecting access to public documents held by public bodies and the protection of personal information*, R.S.Q. chapter A-2.1.

22.0 PUBLICITY

- 22.1** Neither McGill University nor the Supplier may use the trade name or trademarks of the other in publicity, solicitations, news releases or advertisements without the express prior written consent of the other. With respect to McGill University, written consent must be obtained from the McGill University Office of the Vice-Principal Communications and External Relations.

23.0 BRIBES AND CONFLICTS OF INTEREST

- 23.1** The Supplier declares that no bribe, gift, benefit, or other inducement (a "Bribe") has been or will be paid, given, promised or offered directly or indirectly by anyone to any employee of McGill University or any affiliated institution or to a member of the family or relative of such a person, with a view to influencing the signing of this Contract or the delivery or performance of the Services hereunder.
- 23.2** Neither the Supplier, nor any of its shareholders, directors, officers, employees or a member of the family or relatives of such a person shall receive any Bribe directly or indirectly from anyone with a view to influencing any subcontract in connection with the delivery or performance of the Supplier's obligations under the Contract.
- 23.3** The Supplier warrants that, to the best of its knowledge after making diligent inquiry, no conflict (or appearance of conflict) exists or is likely to arise in the performance of the Contract. In the event the Supplier becomes aware of any matter that causes or is likely to cause a conflict (or appearance of conflict) in relation to the Supplier's performance under the Contract, the Supplier must immediately disclose this situation by notifying McGill University's Designated Representative.
- 23.4** If McGill University is of the opinion that a conflict (or appearance of conflict) exists or that a Bribe has been or will be paid, given, promised or offered as a result of the Supplier's disclosure or as a result of any other information brought to McGill University's attention, McGill University may require the Supplier to take steps to resolve or otherwise deal with the conflict (or appearance of conflict) or the situation described in Section 23.1 or, at its entire discretion, terminate the Contract for Default and/or inform relevant law enforcement agencies and appropriate regulatory bodies. Conflict means any matter, circumstance, interest, or activity affecting the Supplier, its personnel or subcontractors, which may, or may appear, to impair the ability of the Supplier to perform its obligations diligently and in compliance with the Contract and McGill University's policies and regulations.

24.0 AMP AUTHORIZATION

- 24.1** During the performance of the Contract, McGill University may demand that the Supplier, as well as any party to a subcontract directly or indirectly related to the Contract, obtain an authorization issued by the Autorité des marchés publics (AMP) within the delay and in accordance with any special conditions that the AMP may determine as required under sections 21.17 and following of the *Act respecting contracting by public bodies*, R.S.Q., c. C-65.1.

25.0 NOTICES

- 25.1** All notices to be made under the Contract shall be given in writing to the Designated Representative of the relevant Party and sent by regular mail, e-mail or by fax with original to follow by mail with proof of receipt.

26.0 INDEPENDENT CONTRACTOR

- 26.1** The Supplier shall perform all of its obligations under the Contract as an independent contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Supplier with respect to third parties shall be binding on McGill University.

27.0 SUBCONTRACTING

- 27.1** All agreements with external franchises/brands are subject to prior approval in writing by McGill University's Designated Representative and shall remain subject to termination for convenience at McGill University's discretion. Agreements between the Supplier and external franchises/brands cannot exceed the end of the initial term of this Contract. If the Supplier or any third party extends such agreements for any period extending into the optional term of this Contract without McGill University's prior approval in writing by McGill University's Designated Representative, the Supplier shall be in material breach of this Contract. In connection with McGill University's prior approval, the Supplier shall provide relevant excerpts of such agreements to McGill University's Designated Representative upon request.
- 27.2** Prior to subcontracting any Services or part thereof, the Supplier shall notify McGill University of its proposed subcontractor(s). McGill University shall advise the Supplier within ten (10) business days of such notice of McGill University's consent or objection to the proposed subcontractor.
- 27.3** In the event that McGill University objects to such subcontractor, the Supplier shall propose to the University a substitute subcontractor that is mutually satisfactory. McGill University shall not unreasonably delay or withhold consent to any such substitute subcontractor.
- 27.4** It shall be a condition of any subcontract that it contain provisions to permit the full exercise as against the sub-contractor of all rights of the University under this Contract.
- 27.5** Such subcontracting, regardless of the level of involvement of McGill University in the selection of the subcontractor(s), shall not release the Supplier from its responsibility for its obligations under the Contract. Furthermore, the Supplier shall be fully responsible for its subcontractors' compliance with all terms of the Contract.

28.0 WAIVER

- 28.1** A waiver of any provision of this Contract shall only be valid if provided in writing and signed by the relevant Authorized Representative of a Party and shall only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Contract, or to exercise any provision hereof, shall not act as a waiver of any right or obligation which shall continue in full force and effect.

29.0 ASSIGNMENT AND SUCCESSION

- 29.1** This Contract and any account receivable issued under it may not be assigned, encumbered or otherwise pledged by the Supplier without the express prior written consent of McGill University. The Contract will remain valid and in effect as between the University and any successor entity to the Supplier, until the expiry of its term. However, the University shall have the unilateral right to terminate in whole or in part the Contract upon written notice at its entire discretion in the event that this Contract is assumed by a successor entity of the Supplier.

30.0 SEVERABILITY

30.1 If any portion of this Contract is determined to be invalid or unenforceable, such invalid portion shall be severed from this Contract and the rest of the Contract shall remain in full force and effect.

31.0 SURVIVAL

31.1 The terms of Sections 10.0 (Audit), 11.0 (Ownership), 12.0 (General Liability and Indemnification), 21.0 (Confidentiality), 32.0 (Choice of law and jurisdiction) as well as any sections which by their nature should not terminate or expire shall survive the expiration or termination of this Contract.

32.0 CHOICE OF LAW AND JURISDICTION

32.1 This Contract shall be construed, governed and interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The Parties agree that any judicial recourse between them shall be subject to the exclusive jurisdiction of the Courts of the Province of Quebec and for the purposes thereof, they elect exclusive domicile in the judicial district of Montreal.

33.0 DOCUMENTS TO BE DRAWN UP IN ENGLISH

33.1 The Parties hereby confirm that they each required that this document and any notices in connection therewith be drawn up in English. *Les parties reconnaissent par les présentes que chacune d'entre elles a exigé que cette convention et tout document ou avis y afférent soient rédigés en anglais.*

34.0 DISPUTE RESOLUTION

34.1 In the event of a dispute arising out of or relating to the Contract including the financial implications to the Supplier, the Designated Representatives of the parties shall consult and negotiate with each other and attempt to reach a satisfactory solution. If they do not reach a settlement within a period of 30 days from the date of referral of the matter to this dispute resolution mechanism, the issue will be referred to senior executives of each party with authority to settle. If the matter is in reference with a Change Request as described under Section 4.0 of the Contract and no agreement between the senior executives is reached on the matter, any directive issued under section 4.4.3 remains in force in accordance with its terms and conditions.

35.0 PERFORMANCE EVALUATION

35.1 McGill University will record the Supplier's performance in an electronic document entitled "Performance Evaluation Report". This final report will be completed and transmitted to the Supplier no later than 60 days after the end of the Contract. The Supplier may, within 30 days of receiving the performance evaluation, transmit its comments to McGill University using the spaces provided in the same electronic document.

Within 30 days of receiving the Supplier's response, McGill University will decide whether to maintain or revise the evaluation and will inform the Supplier in writing of its decision. In the event that McGill University fails to inform the Supplier, or if it does so after the 30-day period has expired, the Supplier's comments will be deemed accepted in their entirety and the performance evaluation amended accordingly.

In keeping with the above, if the Supplier fails to provide any comments to the performance evaluation in the prescribed period, or has failed to use the prescribed form, McGill University will inform the Supplier of its decision regarding the evaluation within 30 days of the expiration of the Supplier's response period. Otherwise, the performance evaluation will be considered satisfactory by default.

(The remainder of this page is intentionally left blank. The signature page follows immediately.)

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED.

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/McGill UNIVERSITY

Name: Prof. Fabrice Labeau
Title: Interim Deputy Provost (Student Life and Learning)



May 8, 2019
Date

Authorized Representative of McGill University

DANA HOSPITALITY G.P. INC.

(in its capacity as General Partner of Dana Hospitality Limited Partnership)

Name:
Title:

May 9, 2019
Date

Authorized Representative of the Supplier



C0001269 Food Service Provider Schedule 1 - DEFINITIONS

Amendment means a document evidenced in writing, accepted and signed by the Authorized Representatives of the Parties which effects a change to any portion of the Contract.

Authorized Representative(s) refers to the person(s) holding the positions described at the signature portion of the Contract or anyone of a higher hierarchical level having the authority to legally bind the Party that he/she represents in the Contract.

Capital Investment shall refer to the Supplier's committed investment in renovations and Equipment as outlined in the *Financial Schedule*.

Capital Investment means the money paid by the Supplier to purchase a capital equipment or fixed asset providing renovations to a site and support areas and includes money used for leaseholds improvements, Smallwares (where such Smallwares are being purchased for the purposes of initially stocking a new or renovated site) and franchise fees with respect to new franchises which are being located within a site.

Catering Services shall refer to the provision of food and beverage services (including delivery, set-up and tear-down, waiting and bartending) and the preparation of food and beverage menus and servings (including but not limited to, coffee, breakfasts, snacks, hot and cold lunches, buffets, BBQs, appetizers etc.), at the Locations by the Supplier) and the preparation of food and beverage menus and servings at Events.

Change, Change Order means any addition, reduction or modification having the effect of changing the nature or scope of the Services confirmed by an Amendment to the Contract or as set out in section 4.0 of the Terms and Conditions.

Claims shall have the meaning ascribed to it in section 12.3 of the *Terms and Conditions*.

Client shall refer to any McGill University staff, Faculty member or student, who orders and/or is the recipient of, the Services.

Commissions shall refer to the portion of gross sales less sales taxes for all sales proceeds from the Services as outlined under the *Financial Schedule* that McGill University shall be entitled to under the Contract.

Contract shall have the meaning ascribed to it in section 1.1 of the *Terms and Conditions*.

Default shall have the meaning ascribed to it in section 15 of the *Terms and Conditions*.

Designated Representative(s) shall refer to the individuals from each Party which are designated as responsible for managing and coordinating the Contract.

Effective Date shall have the meaning ascribed to it in section 2.2 of the *Terms and Conditions*.

Equipment shall refer to all equipment at the Locations, which includes, without limitation, fridges, stoves, dishwashers, fixtures and certain furnishings and portable equipment that are required for the Services.

Event(s) shall refer to social, business, fund-raising and professional events held by McGill University, such as meetings, conferences, receptions and banquets.

Hours of Operation shall refer to the operating hours of the Locations as described in section 3 of the *Scope Description*.

**C0001269 FOOD SERVICES PROVIDER
SCOPE DESCRIPTION**

INTRODUCTION

McGill recognizes that food services are at the core of campus life experiences and contribute significantly to student success during university years and beyond. The next generation of food services at McGill will further enhance the living and learning experience of students, faculty, staff, and guests by providing quality, healthy and nourishing food options, that are sustainably sourced and financially viable for our campus community.

Since 2010, McGill University continues to demonstrate the positive impact food and dining services have on the local and regional community and economic system when sustainable food choices are a priority. As the first Fair Trade Certified University in Quebec and the 5th in Canada, McGill takes pride in offering ethically sourced foods and beverages. Through the innovative "McGill Feeding McGill" program we are committed to ensuring we are leaders in Canada by providing sustainable food options in our self-operated dining halls and contracted dining halls and retail locations.

McGill University Food and Dining Services strives to transform its operations to be the "**Best in Canada**", by delivering an exceptional culinary experience to McGill's diverse community of students, faculty, staff and guests.

"**Best in Canada**" means that we will provide a **quality**, carefully crafted menu, **priced to satisfy** our very **diverse** community while ensuring food is **reflective of the Montreal market**, authentic, creative, includes **local and seasonal produce** when available, and **combines both branded and in-house menu offerings**. The following will be the driving principles for McGill Food and Dining Services:

- **Quality:** We will provide fresh and nutritious whole foods prepared on site with a focus on scratch cooking whenever possible.
- **Value:** We will strive to improve overall value satisfaction across campus. Our food will be affordable and pricing will be in-line with the local market.
- **Reflective of the Local Market:** We will offer a superior food and dining program that reflects Montreal's culinary landscape: multi-ethnic with a vibrant restaurant and food market culture.
- **Sustainability:** We are committed to sustainable purchasing practices with a focus on local sourcing and Fairtrade offerings.

McGill is striving to achieve a transparent and collaborative partnership with a contracted food service provider which allow mutual benefits and success, enable the contractor to leverage their experience and expertise, ensure a seamless delivery of foodservice between the self-operated and contractor managed and operated venues and maximize the student, staff and faculty on-campus foodservice experience.

ABOUT THE UNIVERSITY

McGill University is one of Canada's best-known institutions of higher learning and one of the leading universities in the world. With students coming to McGill from over 150 countries, our student body is the most internationally diverse of any research-intensive university in the country.

McGill is recognized around the world for the excellence of its teaching and research programs. In addition to a stellar faculty, McGill is known for attracting the brightest students from across Canada, the United States, and around the world. McGill students have the highest average entering grades in Canada, and our commitment to fostering the very best has helped our students win more national and international awards on average than their peers at any other Canadian university.

The residential section of the university is composed of 36 buildings with approximately 3500 beds on both the downtown and McDonald Campus in Ste. Anne de Bellevue. Approximately 3000 beds each year are assigned to first year students; the remaining beds are assigned to upper year, graduate and exchange students.

University enrolment statistics can be found on our Enrolment Services website at

<https://www.mcgill.ca/es/registration-statistics/fall-2018>

ABOUT MCGILL UNIVERSITY FOOD AND DINING SERVICES

The current food services at McGill University are part of a mixed model, which includes the following:

- Selected Resident Dining Venues managed and operated by McGill University,
- Resident dining and retail venues managed and operated through its contracted food service providers; and
- On-campus venues run by independent operators managed by McGill.

In addition, McGill has also formed partnerships with selected off campus restaurants and venues whereby students can use the OneCard taxable plan for food purchases. Current restaurants and venues that accept the OneCard taxable plan currently include St Hubert, Freshii, Chabad, Double Pizza, PitaPit, M4 Burritos, Snax and Sansalizza.. The OneCard plan can also be used at campus vendings: Coca Cola, Café Go and *laundry services in residence*.

OBJECTIVES

The University seeks to accomplish the following objectives.. This list shall not be considered all-encompassing and is listed in no particular order of importance.

- A) To offer whole and nutritious foods to students, faculty, staff and guests with a focus on scratch cooking.
- B) To offer the latest food concepts in addition to exceptional service and convenient operating hours which are a direct reflection of the needs of University students, faculty, staff, and guests.
- C) To increase culturally diverse culinary offerings across all dining halls, retail locations and catering menus.
- D) To continuously increase sustainable purchasing, with a focus on local and seasonal produce grown in Quebec and at the MacDonalld Campus Farm.
- E) To enrich the quality of the residential meal plan program, creating greater demand for these programs while maintaining costs at a reasonable and acceptable level.

- F) To work in collaboration with McGill Food and Dining Services to employ technology throughout the food and dining services operations to improve customer throughput, including the use of mobile ordering at some of our contracted venues.
- G) To develop key performance indicators, financial controls and reporting systems that meet the needs and expectations of the University.
- H) To provide the University with a competent, experienced professional management staff, with significant experience in providing top-notch levels of customer service.
- I) To provide ongoing training for all levels of employees in all food and dining services operations.
- J) To strengthen all contracted food and dining services operations to maximize profitability, productivity, and efficiency.
- K) To provide multi-level (ranging from low-end to high-end executive) state-of-the-art dining services for catering, conferences, and special events.
- L) To increase the number of branded retail locations (local, regional, national) across campus.
- M) To reimagine the physical dining spaces and create "the Third Place" experience in all our dining halls and retail venues.
- N) To continuously add flexibility and options for our students, faculty, staff and guests.
- O) To continuously enhance and improve overall customer service in any and all aspects of food and dining services and make a positive impact on the educational environment, residential environment, and overall social and cultural climate of the University community.
- P) To drive additional sales growth throughout the McGill contracted dining program.
- Q) To enhance the monetary contribution to the University from dining services operations.

1. FOOD AND MENU REQUIREMENTS

The Supplier shall contribute to the effective delivery of food services for the entire McGill University community by managing and operating some Locations at the Downtown Campus, where it will offer an innovative portfolio of Services concepts and support infrastructure, which provides:

- 1.1. Ingredients, recipes and fresh preparation methods shall support healthy lifestyles in line with the latest nutritional and wellness advancements;
- 1.2. The Supplier shall provide fresh and nutritious whole foods prepared on site with a focus on scratch cooking whenever possible.
- 1.3. Excellent quality food and menu selections which keep up to date with new trends in the food industry.

- 1.4. A diversity of menu choices within operations and across the University that address the broad range of consumer preferences including cultural and international student needs;
- 1.5. Menus shall address special dietary needs such as vegetarian, vegan, low fat, high protein, gluten-free, Halal, Kosher whenever possible etc. and provide for ethnic and religion-based dietary needs.
- 1.6. The Supplier shall incorporate food offerings to address a wide range of allergens and other medically related concerns.
- 1.7. The Supplier shall focus on the use of sustainable fresh foods and minimize use of processed foods and frozen foods, as well as the use of healthy cooking techniques such as baking, roasting and braising.
- 1.8. Homemade soups or equivalent will be available at all Supplier run Locations excluding National Branded Locations.
- 1.9. Selection of whole fruits must be available.
- 1.10. The Supplier shall offer the same Fairtrade coffee at New Residence Hall, Carrefour Sherbrooke, La Citadelle and all non-branded retail Locations as in the McGill self-operated dining halls (Bishop Mountain Hall and RVC). The Supplier can offer Fairtrade coffee of their choice.
- 1.11. Produce from Macdonald Campus Farm shall be featured within the contracted dining halls and retail Locations whenever possible.
- 1.12. Whole eggs should be purchased at Macdonald Campus while available.
- 1.13. Residential dining menu standards shall be based on a four-week minimum menu cycle and shall be developed in conjunction with McGill University as per this *Scope Description*. On a seasonal basis (May and November), McGill University's Designated Representative will confirm approval of the residential dining menus.
- 1.14. All non-branded retail Locations menu standards shall be developed in conjunction with McGill University as per this *Scope Description*. On a seasonal basis (May and November), McGill University's Designated Representative will confirm approval of the retail Locations' menus.
- 1.15. The menu rotation shall not have duplication between lunch and dinner, on the same day or from day to day.
- 1.16. Menu choices shall address a broad range of Client preferences by including a mixture of national, regional, and locally owned brands popular with McGill University community. Other acceptable brands may include (Tim Horton's, Pret a Manger, Boustan).
- 1.17. McGill reserves the right and/or flexibility to propose and/or specify national and local brands for inclusion in retail operations. In such circumstances the Supplier and McGill will work jointly to project the financial impact of the specified and/or proposed brand/concept and any potential impact to the financial arrangement.

Only the main sushi supplier, approved by McGill University, will be available in residence. This does not preclude other sushi option in retail. China, cutlery and glassware shall be available at all times in the two residence *dining halls*.

- 1.18. Menus for special events may include specific requirements, international components or high profile requests (e.g. ability to source specific/local/organic foods, international traditions or health issues, etc.).
- 1.19. McGill University signed a contract with a selected supplier for beverages. The Supplier shall order only the beverages (bottled, fountains and juices) approved by McGill University.

2. LOCATIONS

The following Locations are included in the scope of work:

2.1. Included Locations (see document Table of Location Description)

- 1) New Residence Dining Hall
- 2) Premiere Moisson - New Residence Hall main floor
- 3) McConnell Café, McConnell Engineering Building
- 4) Avvocato Café, Faculty of Law- Chancellor Day Hall
- 5) Paramount, Trottier Building
- 6) Second Cup, Stewart Biology Building
- 7) Athletics Café, Currie Gym
- 8) Premiere Moisson, Library and Collections
- 9) Starbucks, Carrefour Sherbrooke
- 10) Med Café, McIntyre Medical Building
- 11) La Citadelle Residence
- 12) Residence Carrefour Sherbrooke

The following Locations are excluded from the scope of work:

2.2. Excluded Locations

- 1) Café Twigs – Macdonald Campus
- 2) All food service outlets and vending machines on the *Downtown Campus* and Macdonald Campus operated by students associations under agreement with McGill University
- 3) Vending Machines (cold beverages and snacks)
- 4) Tadjia Hall Faculty Club – Macdonald Campus
- 5) McGill Faculty Club and Conference Centre
- 6) Food Trucks
- 7) Candy Machines
- 8) Bishop Mountain Dining Hall
- 9) Douglas Dining Hall
- 10) Royal Victoria College Dining Hall
- 11) Subway (Arts Building)
- 12) Molson Stadium concessions
- 13) Vinh's Café-Genome Building
- 14) Vinh's Too-Strathcona Music Building
- 15) Education Café -Education Building

16) Dispatch – McConnell Building

3. HOURS OF OPERATION

- 3.1. The Hours of Operation shall be demand, service and Location sensitive, and naturally support the University student lifestyle across campus and in residential neighborhoods including options for students taking evening class during the academic year, extend service hours during exam periods, late night or early morning opportunity, academic year break periods and campus events. As such, the Hours of Operation are subject to change during the term of the agreement. Hours shall be mutually agreed to between McGill and the Supplier to ensure alignment with academic activities and operational sustainability. The final schedule for each Contract year must be approved by McGill University and cannot be modified by the Supplier during the academic year without McGill University's prior written approval.
- 3.2. The closure of McGill University during the Christmas Holiday period will coincide with its *Energy Conservation Program* where most building temperatures are reduced at particular times or on certain days. The Supplier will be able to obtain the planning details of the *Energy Conservation Program* that affect the Locations before each Christmas Holiday period. McGill University will not be held responsible for the loss of food items or Equipment failure resulted from this action. The Supplier shall work in partnership with McGill University to provide Services for the Clients staying on campus during the Holidays.
- 3.3. Summer accommodations at McGill University are available yearly from May 15 to August 15. McGill University provides quality hotel-style accommodations in its residences therefore operating hours will vary. The Hours of Operation shall be approved by McGill University's Designated Representative.

4. MCGILL UNIVERSITY MEAL PLANS

- 4.1. McGill University is responsible to manage the Residential Meal Plan program. The Meal Plan is mandatory for all first-year undergrad students living in residence. Detailed information regarding Meal Plans programs and student housing enrollment statics for 2018-2019 can be found in Appendix A
- 4.2. All Meal Plans are based on a declining balance system electronically incorporated into the student or staff ID card. It operates by deducting the cost of each meal from the student's balance, similar to a debit card system. Additional funds may be added to a student's Meal Plan.
- 4.3. The Meal Plans are not exclusive to the Locations: they may be used at many of the food service locations excluded from the Contract (see Section 2.2 of this Scope Description).
- 4.4. The Meal Plans are subject to change every year based on the needs of McGill University (changes in the Meal Plan could result in an increase or decrease of the food dollars, addition of Services or options thereto, Locations and or suppliers).
- 4.5. McGill University offers two (2) types of Meal Plans: resident and non-resident.

- i. **Residential Meal Plans (mandatory):** The mandatory Meal Plan is included in the students' residence fees and offers the students the ability to purchase food services on both campuses in any of the Dining Locations, where the card is honored.

The **mandatory residential Meal Plan** is applicable to all students residing in Carrefour Sherbrooke Residence, La Citadelle, Douglas Hall Residence, Gardner Hall Residence, Molson Hall Residence, McConnell Hall Residence, New Residence Hall, Royal Victoria College Residence, and University Hall Residence.

For more details, please visit <http://www.mcgill.ca/foodservices/mealplans> for information on the Meal Plan for 2018.

- Home Base Food Dollars refers to the portion of the total meal dollars which are allocated for the following dining halls: Bishop Mountain Dining Hall, Douglas Dining Hall, Royal Victoria Dining Hall, Carrefour Sherbrooke Dining Hall, New Residence Dining Hall and La Citadelle.
 - **Flex Food Dollars** offers students the ability to dine in the McGill University retail Locations where McGill meal plans are honored on both campuses.
 - **oneCard Taxable Plan** offers students the ability to purchase food and drinks at on-campus dining Locations, vending machines, laundry services in residence and off-campus food Locations.
- ii. **Non-residential Meal Plans:** McGill University also offers to any student living off-campus the opportunity to purchase food services on both campuses in any of the Dining Locations where the card is honored, through one (1) Meal Plan (Saver Meal Plan).
- First year students assigned to Solin Hall or MORE Houses following the hall assignment lottery will automatically be enrolled in mandatory oneCard taxable plan with a base amount of [REDACTED]
 - The saver Meal Plan can be purchased by any full or part-time student, and was designed for those who intend to eat on campus on a regular basis. The base amount to purchase this plan is [REDACTED] per term, but this amount can be topped up at any time. The saver Meal Plan is tax exempt, which translates to a savings of almost 15%

5. CATERING

- 5.1. The Supplier will provide Catering Services upon request to be administered at New Residence Halls. The Supplier's Catering team will be located with McGill University's Housing and Hospitality Services team:
- 5.2. The Catering Services requirements include the supply of coffee, breakfasts, snacks, assorted trays, hot and cold lunches, buffets, BBQs, cocktail receptions, alcoholic and non-alcoholic beverages and full scale banquets including VIP services.

- 5.3. The variety of products offered shall accommodate dietary and specific food conditions (i.e. allergies, vegetarian, vegan, kosher, halal, gluten free, etc.) by preparing food/menus accordingly and guaranteeing that separation of dishes is adhered to, advising the Client if certain food specifications cannot be met, or when protection against cross contamination cannot be guaranteed;
- 5.4. All hot food destined for Catering Services shall be delivered in temperature controlled NSF(National Sanitation Foundation) approved equipment. All such food must be brought on McGill University premises pre-cooked, as only warming stoves are authorized for use. Usage of stoves, BBQs, fryers, and propane units, is strictly prohibited, unless authorized in writing by McGill University's Designated Representative. All cold food shall be delivered in a refrigerated van;
- 5.5. The Supplier shall provide assistance with bookings for Caterings Services, providing catering expertise by recommending menu ideas to accommodate the Client's needs in terms of taste and budget, including but not limited to, for special events and holiday menus.
- 5.6. For special or notable events, the Supplier shall provide menu samples and/or tasting.
- 5.7. Catering Services shall also comprise the delivery, setup and tear-down of catered meals to any of McGill University's buildings or grounds, returning the space to its original condition, including same day collection of all materials (linen, cutlery, plates etc.).
 - i. McGill University will provide the Supplier with access to and the use of McGill University premises where the Catering Services are to be delivered. The Supplier shall perform its due diligence in determining the Locations of the buildings where it will provide the Catering Services and shall be responsible to coordinate access with the Client or, when applicable, directly with McGill University's security services. At the sole discretion of McGill University, some McGill University premises may not be available to the Supplier.
 - ii. When server/bartending service is provided, personnel quota shall be appropriate for the needs of the event and the number of invitees and the area where the Services are provided;
 - iii. The Supplier shall ensure that its employees handling and/or serving food dress in clean and professional attire;
 - iv. The Supplier shall ensure that all small wares, serving equipment, tablecloths, etc. are in clean and presentable condition.
- 5.8. In no event shall the Supplier or McGill University make any physical alterations of McGill University premises or Equipment.
- 5.9. The Supplier shall perform its Catering Services on McGill University's premises in such a way as to cause minimal disruption to the activities of McGill University's Faculty, students, staff and visitors. Specifically, the Supplier shall be responsible to ensure that any Catering Services set-up and Equipment and does not block access to hallways, staircases, and exits.
- 5.10. Catering Services should be pre-arranged to the extent possible to minimize impact of day-to-day delivery of any other Services to McGill University, and vice-versa.
- 5.11. Catering Services are to be provided solely to McGill University. The Supplier shall not be authorized to use the kitchen facilities at NRH to prepare and/or to the cater to Suppliers' external clients.

- 5.12. The Supplier shall not be the exclusive provider of Catering Services on campus and McGill makes no representation regarding the expected volume of such Services.
- 5.13. The Supplier shall publish its Catering Services and menus in a convenient format (print and electronic). Upon request from McGill University, the Supplier shall provide an electronic catalogue for Catering Services, in a format specified by McGill University. This electronic catalogue shall list the Catering Services menu and may be put on the McGill Market Place by McGill University for Clients to order online. Alternatively, the Supplier may offer a connection to its website if it supports online ordering, for Clients to access through the McGill Market Place.
- 5.14. The Supplier shall always keep sales records and track orders, invoices and payments by individual order.
- 5.15. The Supplier shall always provide timely, up to date written quotes to confirm the order from the Client. Such quotes will incorporate any changes made by the Client to the menu or Services, including when such revisions are made during an actual catering event.
- 5.16. The Supplier's quotes will provide information on terms such as, but not limited to, timeline for guest number guarantees and clearly indicate the Supplier's cancellation policy.
- 5.17. According to the size of the event requiring Catering Services, the Supplier shall use structured booking procedures to record the details and plan the Catering Services.
- 5.18. When the quote or revised quote is accepted, the Client will issue an order to the Supplier. The Supplier shall only process orders confirmed through McGill Market Place purchase orders or Purchase Cards. Fax, e-mail and verbal orders cannot be completed.
- 5.19. The Supplier shall send a written confirmation of order status directly to the Client, either by fax or email, and communicate any change to this status to the Client.
- 5.20. The Supplier shall make best efforts to accommodate twenty-four (24) hour changes and last minute additions to orders.

6. SUMMER OPERATIONS

- 6.1. Summer accommodations at McGill University are available yearly from May 15 to August 15. McGill University provides quality hotel-style accommodations in its residences. The Supplier shall work in partnership with McGill University to provide the Services.
- 6.2. On campus, the Locations have limited operations to serve the needs of McGill University community. Menus and level of service may vary to suit the clientele; however, quality of the Services shall remain equal to that of the regular academic year. The Hours of Operation shall be approved by McGill University's Designated Representative.
- 6.3. If applicable hot breakfast will be included with the room in its Hotel-style residences, for which a 24 hour advance notice must be provided by McGill University for all cancellations.

7. PRICING

- 7.1. Pricing to the Clients which is competitive with, neighboring retail outlets, off-campus Locations and that found at other universities (i.e. Concordia University, UQAM and U de M) (i.e. hot meals, grab and go, sandwiches, summer business etc.)
- 7.2. Pricing structure shall remain adaptive so as to include options such as value meals or campus combos, promotional discounts from McGill University, making affordable eating accessible to all Clients.
- 7.3. The Supplier shall propose pricing for review and agreement with SHHS. Pricing structure to be reviewed as needed and McGill university's approval for change is not to be unreasonably withheld
- 7.4. Catering pricing (including outdoor events) shall offer tiers of pricing and service for different event types (high-end to restricted budget), including a service/price tier that is designed to offer affordable options for student groups.
- 7.5. National Branded Locations shall reflect street pricing (not resort pricing) and shall not be more expensive than the brand elsewhere in Montreal.
- 7.6. Beverages shall be consistent with the official University beverage supplier negotiated contract (excluded National Branded Location).

8. SUSTAINABILITY

- 8.1. McGill University strives to be a leader in terms of sustainability and has committed to becoming carbon neutral by 2040 and seeking a Platinum Sustainability Rating by 2030 (using the Sustainability Tracking, Assessment and Rating System – STARS – by the Association for the Advancement of Sustainability in Higher Education – AASHE). In addition to adhering to the principles detailed in McGill University's Supplier Code of Conduct, the supplier must be capable of meeting the Sustainability Requirements listed below or provide justifications for requesting exceptions to any of these requirements. Additionally, the Supplier must already have its own, publicly available (URL), Sustainability or Corporate Social Responsibility strategy, or otherwise agree to developing one within the first year of the contract. Lastly, McGill University requires the Suppliers to mention any additional sustainability initiatives which could be implemented as part of this contract and support McGill's sustainability objectives. Any request for exceptions to the Sustainability Requirements outlined below should be justified by operational practice or market restrictions and/or substantial financial / cost barriers. Where an exception has been noted, propose alternative approach, modification and/or reasoning/rational for exclusion.

The description of the Supplier's proposed additional sustainability initiatives offered as part of this Tender may pertain to energy savings, social responsibility, economic savings, ethical purchasing, purchasing from social enterprises or indigenous suppliers, biodiversity and so on. The Supplier is to demonstrate where these strategies have been implemented elsewhere, and document their impact / success.

- 8.2. The Supplier shall maintain and share costs for all current and future sustainability programs: and already in place at SHHS:

- i. Local Food Educators Program: Local Food Educators Program is responsible for executing Local Food Day in the residential dining halls. Local Food Day is a monthly event where locally-sourced produce, meat, dairy, eggs and grain products are served in the dining halls. For each monthly event, SHHS hires McGill students as Food Educators whose role is to engage with diners about sustainability and sourcing issues related to a particular local food with the aim of increasing students' food literacy and creating a culture of sustainability on campus. The approximate cost [REDACTED] of the program will be shared equally between the Parties.
- ii. Waste Educators Program: SHHS has been composting post-consumer waste since 2014. To secure the quality of our compost and recycling, meaning that items are thrown in the correct waste bin, SHHS hires and trains 30 McGill students to help first year residence students get accustomed to the dining halls' Ecostation waste system. During the first three weeks of the academic year, Waste Educators guide students at residential dining halls on proper waste sorting practices and answer questions on composting at McGill and in Montreal. The approximate cost [REDACTED] of the program will be shared equally between the Parties.
- iii. Meatless Monday: The Supplier shall offer a reduced price lunch deal (usually a \$1 rebate) at residential dining halls to encourage students to eat less meat and reduce the environmental impact of their diet.
- iv. Lug a Mug: The Supplier shall offer a \$0.25 cent discount on coffee and tea when clients use their own mugs.
- v. Composting: The Supplier shall offer compost services at residential dining halls. The Supplier is responsible for cost of compost service for their Locations. The approximate cost [REDACTED] of program will be shared equally between the Parties. Prices are subject to change on a yearly basis.
- vi. Ozzi system and re-usable containers: The Supplier shall participate in McGill's reusable take out container program and offer Ozzi re-usable containers provided by SHHS to customers which offers a meal to go in any of the residential dining halls. Customers that use an Ozzi container will not be charged the disposable container fee. The approximate cost [REDACTED] of the program will be shared equally between the Parties. Prices are subject to change on a yearly basis.
- vii. Marine Stewardship Council Certification: The Supplier shall respect all the necessary criteria to maintain McGill's MSC (Marine Stewardship Council) certification and share the cost of the annual MSC audit. The approximate cost [REDACTED] of the program will be shared equally between the Parties. Prices are subject to change on a yearly basis.
- viii. Food Labelling System: The Supplier shall utilize decals developed in partnership with SHHS to inform residential dining hall clients of sustainable food choices and menu items that support their dietary needs, such as vegan and halal options.

8.3. The Supplier shall work collaboratively with the University to maximize the amount of produce sourced and used from Macdonald Farm and where this can be utilized in product offering (i.e. menu features and recipes featuring items produced at Mac Farm).

8.4. Local Food and Beverage Purchasing

A minimum of 50% of food and beverage purchased within the dining halls (with the exception of any National Branded Locations, if applicable) will be locally sourced.

8.5. Local Produce Purchasing: Local produce will be sourced as much as possible. The desire is to have a minimum of 40% of fall produce purchasing (September through November) and 20% of winter/spring produce purchasing (December through April) from local growers. Local produce is grown in Quebec or within 500KM from McGill's Montreal campus. The minimum amount must increase by one percentage point each year of the contract.

8.6. Fairtrade:

The Supplier shall uphold all necessary criteria to maintain McGill's Fairtrade designation, including;

- Exclusive purchasing of Fairtrade certified coffee at all Locations, except National Branded Locations;
- At least three types of Fairtrade certified tea offered wherever tea is sold;
- At least one Fairtrade certified chocolate bar offered at every Location selling chocolate bars;
- The Supplier shall participate in an annual Fairtrade event, organized in conjunction with SHHS. Past Fairtrade events have included student managed bake sales, additional signage and promotion. The cost for this event is approximately [REDACTED] and shall be assumed by the Supplier.
- SHHS will determine the coffee supplier and variety for all residential dining halls.
- Should SHHS choose to pursue a higher Fairtrade designation, the food service provider must satisfy the designation's requirements.

8.7. Sustainable Fish & Seafood:

All fish and seafood served in residential dining halls must be sustainable. Sustainable is defined as certified by either MSC, BAP, ASC and Oceanwise. The purchase of fish or seafood that is not certified sustainable must first receive approval by SHHS.

8.8. Zero Waste Objective:

All Locations, including Catering Services, will strive to be Zero Waste and follow McGill's 4R hierarchy (Rethink, Reduce, Reuse, and Recycle).

8.9. Sustainable Packaging

The Supplier shall minimize the use of packaging and disposable items. A campus-wide policy prohibits the sale of a single use bottled non-carbonated water at food service Locations.

- Only compostable straws may be available for use in all Locations except National Brand Locations
- Foods packaged on site may only be wrapped using plastics no. 1-2-4-5, PLA or otherwise be fully compostable. No use of plastics 3-6-7.

- The Supplier shall use only 100% recycled paper napkins.
- All disposable take-out containers in the Locations shall be compostable (except the Ozzi containers).
- The Supplier further agrees to employ biodegradable products during the Contract, as they become available.

8.10. Products sourced from the province of Quebec:

The following products must be sourced from the province of Quebec:

- Maple Syrup
- Honey
- Bagels

8.11. Waste Diversion

The Supplier agrees to work with McGill University to develop a baseline to increase the amount of recycling annually at the Locations managed by the Supplier. The Supplier shall be responsible to respect the following guidelines:

- The Supplier shall participate in the McGill University composting program and assume associated costs.
- The Supplier shall have a full recycling and composting station at each residence it operates, and shall participate with McGill University to develop future stations at the retail Locations.

8.12. SPE Certification

The Sanitas per Escam (SPE) i.e. "Health through Food" certification program recognizes McGill's commitment to serving both nutritious and sustainable food in the residential dining halls. McGill University was the first Canadian post-secondary institution to obtain this certification. New Residence Dining Hall achieved a two-star certification rating (out of a possible three-star rating) following an extensive evaluation of science-based standards and criteria such as overall sourcing and sustainability practices, nutrition and menu balance, training and transparency.

Additionally, the SPE certified dining hall feature balanced plates which by definition

- utilize nutrient-dense ingredients like fresh vegetables, fruits and whole grains.
- emphasize good fats over less healthy saturated fats.
- include environmental sustainable ingredients such as plant-based proteins, sustainable seafood or meat and poultry from animals grown without non-therapeutic antibiotics
- are mindful of ingredients higher in sodium and use of healthy cooking techniques.
- adhere to portion guidelines.

The Supplier will maintain or improve the SPE two-star rating for the New Residence Dining Hall. The Supplier will also work in partnership with McGill University for possible expansion of the SPE certification program to other dining Locations across campus. The fees of [REDACTED] required in obtaining certification will be shared equally between the Parties.

8.13. Equipment

- All Equipment purchases shall comply with the *Energy Star* program when possible;
- The Supplier agrees to have an Equipment shutdown protocol for all Equipment at the end of every semester.

8.14. Sustainable Delivery Vehicles

- A minimum of 50% of the Supplier's vehicles used on campus must be hybrid or electric.

9. HEALTH AND WELLNESS

- 9.1. Regularly scheduled special event programming promoted by the Supplier, designed to encourage participation, build community, and dispense nutritional education to McGill University community. Special programs and activities such as displays, nutrition games, free healthy snacks, and prize giveaways during National Nutrition Month™;
- 9.2. The Supplier shall collaborate with McGill University to present and design nutrition education programs, and ensure a proper implementation and follow up of the various approved nutrition education programs in all concerned Locations;
- 9.3. During the academic year, the Supplier and McGill shall mutually agree to collectively conduct group nutrition education presentations on varying nutritional topics of interest;
- 9.4. The Supplier shall support assignment projects given to dietetic students by involving them in the development of nutrition education programs or nutritional analysis, the creation or testing of new recipes, etc.
- 9.5. Nutritional analysis information of all food products being offered at the Locations, including prepared or ready-to-use products shall be available to the Clients.
- 9.6. The Supplier shall follow the Nutritional Plan created by McGill. A copy of this plan can be found in Appendix B

10. EDUCATION, STUDENT ENGAGEMENT AND SPECIAL EVENTS

- 10.1. The Supplier shall have regularly scheduled student engagement and/or special events/programming per year (ie: to celebrate diversity, holidays events and socially conscience programs).
- 10.2. The Supplier shall at its own expense provide a free meal to new students and family members during orientation move-in weekend at the beginning of each academic year.
- 10.3. The Supplier shall offer an annual holiday dinner to the students at a mutually agreed discounted price.
- 10.4. The Supplier shall offer 99 cents coffee/tea during the annual Fairtrade week event.
- 10.5. The Supplier shall participate in the annual McGill A La Carte food show. The purpose of this is to showcase our food and beverage offerings to the McGill community.
- 10.6. The Supplier shall support McGill students and/or Faculty applied research wherever possible.

- 10.7. Supplier shall at minimum hold one event per year to promote catering and conference services to the McGill community. The event shall showcase catering culinary and hospitality services to promote the theme of "keep it on campus".
- 10.8. The Supplier shall ensure that the costs of the events are built into their financials. The number and timing of such events shall be mutually agreed to between the Supplier and McGill.

11. CUSTOMER SERVICE

- 11.1. A dedicated approach to customer service and service types that satisfy Client needs for mass-production Services such as Meal Plans, retail products for students, staff and Faculty, and Catering Services for high-profile events for campus officials and their guests.
- 11.2. McGill University's Meal Plan shall be accepted at all Locations. Further payment options, as well as ordering, delivery and "to go" mechanisms, in formats such as quick service and food markets, shall be devised to be responsive to Clients' changing preferences.
- 11.3. Supplier personnel shall be courteous at all times when in service and shall be able to serve Clients in French and English, at each individual Client's choice. Supplier personnel shall receive regular and comprehensive training in both technical and customer service skills, to nurture employee knowledge and professional behavior;
- 11.4. Staffing levels shall be matched to Client demand, and in consideration of the time of year and events schedule, so that delivery of the Services remains efficient.

12. HUMAN RESOURCES

- 12.1. The Supplier shall be committed to:
- a) Working with talented and qualified people who meet or exceed all employee profile criteria, including background security investigation, appropriate to their position, in relation to the Locations they work at and the Clients they serve;
 - b) Provide appropriate training to all employees in areas including but not limited to health and safety, food safety and sanitation, diversity and harassment, customer service;
 - c) Provide, monitor and delivery policies and procedures for customer and employee complaint resolution;
 - d) Encouraging all employees to share in McGill University's missions (www.mcgill.ca);
 - e) Working in partnership with student associations and the community;
 - f) Working in partnership with McGill University and embracing its diversity;
 - g) Coordinating all employee movements (new arrivals, transfers and departures) with McGill University, notifying McGill University's Designated Representative of such movements;
 - h) Ensuring that all its employees take advantage of their opportunity to improve the Services by improving their own performance;
 - i) Welcoming applications from indigenous peoples, visible minorities, ethnic minorities, persons with disabilities, women, persons of different sexual orientations and gender identities, and others who may contribute to further diversification;
 - j) Will favour employment possibilities to actual students of McGill University as long as they meet the requirements for the position(s)

12.2. MAPAQ Certification

All Supplier employees must have a valid MAPAQ certificate before being assigned to the Contract. In addition, prior to the beginning of every school year, all Supplier employees must attend a 4 hours MAPAQ training to maintain their knowledge level up to date with the evolution of the food industry standards and obtain / retain their certification.

12.3. Supplier's Management Personnel

The qualifications and abilities of the local management team of the Supplier are critical to the success of the Contract. Situations where performance or fit of culture is susceptible to cause issues, at any level of Supplier personnel, shall be dealt with promptly by the Supplier. The Supplier will put into place a professional management team that utilizes a best practices approach to campus dining, and that views McGill University as a flagship account and an incubator for new programs, Services, technology and management strategies.

- a) All proposed management personnel will be expected to participate in face-to-face meetings and presentations with McGill University.
- b) All management personnel must be interviewed by the Supplier. Before confirming any management position, all management employees of the Supplier shall be subject to an interview process by McGill University. The purpose of the interviews is to explore all candidates' expertise and appropriateness for the Services. The Supplier is not authorized to assign any management position without the final approval by McGill University;
- c) All management personnel assigned or promoted to work at one of the Locations must be approved by McGill University;

12.4. Management Team Composition

The Supplier shall provide and fully support the following on-site positions or propose an alternative organizational structure for the provision of the Services. All managers shall have the ability to work in an IT environment. The Supplier management team structure shall take into account the following:

a) District manager	McGill University expects the responsibilities of the district manager to include: <ul style="list-style-type: none">• Performance of routine reviews and operations inspections;• Submission of quarterly reports to McGill University addressing issues that affect the efficiency of the operations, security, services, food, sanitation and any other relevant topics;• Establishment of reasonable performance standards for employees, managers and supervisors, with periodic discussions or meetings with individuals to assist them in achieving the standards;• Consult with McGill University on current and future trends in the food service industry and propose/initiate new programs, etc.• It is expected that the district manager will visit McGill University to meet the Designated Representative and his management team. It is anticipated that the district manager will
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	visit the account multiple times per month, report to the McGill designated representative at minimum once per month and be available for meetings upon request.
b) General manager	<p>The general manager will be primarily responsible for performing routine reviews and operations inspections, submitting quarterly reports to McGill University addressing issues that affect the operations, communicating and following-up on performance standards with Supplier employees, consulting with McGill University on current and future trends in the food service industry and to propose/initiate new programs, etc.</p> <p>The general manager will meet with the Designated Representative of McGill University for a minimum of one (1) full day per month.</p> <p>The general manager:</p> <ul style="list-style-type: none"> • shall have the ability to motivate and inspire teams or groups of employees in a university and demonstrate strong communications skills (presentation skills, group facilitation/retreats, data gathering through focus groups, interviews, etc.) • shall master staff evaluation, training and service excellence techniques • must have management experience in higher education in relation to the Services, with emphasis on student services • must have been in the employment of the Supplier for a minimum of 2 years • must be able to read and write equally well in both French and English
c) Executive Chef	The Supplier's executive chef shall be responsible for all the food produced and served by the Supplier. He is responsible to overview all culinary under the Contract, including the Residence Dining Hall, retail Locations, and Catering. The Supplier's Executive Chef must be available to work during the week, week-end and evening. The Supplier's Executive Chef must work closely with McGill University's Executive Chef and Culinary Team.

Beyond the core management positions outlines above, designated individuals or roles to support the following are required:

d) Culinary Management	Additional culinary expertise/ chefs within residence dining, retail and catering operations to support the Executive Chef. These individuals will oversee the performance and service level of the operations they have been assigned to.
e) Finance	Responsible to manage all financial performance from the Supplier.
f) Sustainability	Be a strong ambassador of sustainability culture, and drive sustainability initiatives, working collaboratively with the Executive Chef of McGill University and McGill University's Student Housing and Hospitality Services.
g) Marketing & Communication	Work collaboratively with McGill University on all aspects of promotional items, digital media development, communications, providing up-to-date information to maintain McGill University website, setting up tasting events, translating all documents, collaborating on product development and launching of new products, picking retail merchandising and creating and maintaining the annual marketing plan

h) Nutrition & Wellness	Support the nutrition and dietary requirements of the residence and retail dining program, including allergen and special dietary requests. Drive healthy eating initiatives and promote health and wellness on campus. Provide support in menu development, nutritional labelling etc. as needed.
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Suppliers will be required to provide a comprehensive management organizational chart and list of management positions that align with their operational proposal and cover the roles and responsibilities denoted above.

And, on an as required basis, the Supplier shall make available the following members of its staff:

- Marketing resources from the head office
- Human resources administrative staff
- IT employee
- Designer resources

13. CAPITAL INVESTMENTS

- 13.1. A mutual commitment between the Supplier and McGill to the continuous improvement, renovation and investment of the Locations' infrastructure for optimized Services and customer experience.
- 13.2. Capital Investments will be made regularly according to the strategic priorities agreed to by the Parties and in compliance with the Financial Schedule.
- 13.3. The Supplier shall plan and execute the Capital Investments in conjunction with McGill University to ensure compliance with the McGill University governance and methods for construction and renovation projects on campus.

14. EQUIPMENT RESPONSIBILITIES

- 14.1. All Equipment and portable equipment currently associated with those aspects of the food and dining program shall be managed and serviced by the Supplier. Equipment and portable equipment repairs and maintenance are the responsibility of the Supplier. Servicing shall include preventive maintenance contracts where necessary (i.e. refrigeration, dishwashers, walk-in refrigeration etc.)
- 14.2. An inventory list of the existing McGill University Equipment and portable equipment for each Location shall be jointly taken prior to commencing delivery of the Services and confirmed in writing by the Designated Representatives of the Parties. The list of current University Equipment and portable equipment can be found in Appendix C.
- 14.3. Supplier and McGill shall undertake an initial assessment of the Equipment and portable equipment to determine condition, life expectancy and highlight any problematic equipment. The Supplier shall be responsible for inventory tracking upon completion of the initial assessment until termination of the contract. The proposed preventative maintenance and or capital replacement strategy shall be jointly discussed with the Supplier and the McGill Designated Representatives.

- 14.4. Moves of Equipment to another Location as well as Supplier investments in new Equipment must be submitted to the Designated Representative of McGill University for approval. Such Equipment delivered by the Supplier, plus the agreed count of McGill University Equipment, together will be considered the Equipment inventory for the Locations. McGill University reserves the right at its discretion to purchase any additional Equipment during the term of the Contract.
- 14.5. Ownership of all Equipment and portable equipment shall remain with the University. However, the Supplier agrees to take such measures as may be reasonably required by the University for protection against loss by pilferage or destruction. The Supplier shall have full responsibility for the costs of any damages or loss to the equipment of the University caused by the negligence of the Supplier or its employees.
- 14.6. Supplier and the University shall jointly conduct an inventory of all Equipment and portable equipment at least annually, at such time(s) as may be mutually agreed. Supplier shall replace or pay for all missing items in such annual inventories, or damaged items at the University's option, within 45 days of inventory completion.
- 14.7. Thirty (30) days prior to the termination of the Contract, an inventory of Equipment and portable equipment will be taken by the Supplier in the presence of a University representative. At this time, determination shall be made concerning any excessive wear or misuse of equipment on the part of the Supplier, and compensation for excessive wear or misuse of equipment shall be paid to the University by the Supplier.

15. GLASSWARE, FLATWARE, CHINAWARE, KITCHENWARE

- 15.1. The University will provide an adequate initial supply of glassware, flatware, chinaware, and kitchenware. Supplier shall maintain the supply of such items delivered as a direct cost of operations. The University will also provide an adequate initial supply of small kitchen equipment (pots, pans, etc.). Supplier shall maintain the supply of such items supplied as a direct cost of operations.
- 15.2. Upon termination of the contract, the Supplier will provide an adequate closing supply of glassware, flatware, chinaware, and kitchenware.
- 15.3. Ownership of all glassware, flatware, chinaware, kitchenware, and small kitchen equipment (pots, pans, etc.) shall remain with the University. However, the Supplier agrees to take such measures as may be reasonably required by the University for protection against loss by pilferage or destruction. The Supplier shall have full responsibility for the costs of any damages or loss to the equipment of the University caused by the negligence of the Supplier or its employees.

16. MAINTENANCE AND CLEANING

- 16.1. The Supplier shall comply with all municipal, provincial and federal health and sanitation standards and laws, as they apply to food services operations. Copies of inspection reports by the *Health Department* or other agencies shall be provided to McGill University no later than 3 days after the date of the initial inspection.
- 16.2. The Supplier shall be responsible for maintaining a clean environment at all times. This shall include but not be limited to the cleaning of the following:

- All supplier operated kitchens, equipment and cookware including preparation areas, storage areas, hallways, dedicated food service loading docks, receiving areas, hoods, areas beneath and behind equipment, floors, walls and inside of windows.
- Serveries and/or service venues including equipment, area beneath and behind equipment, counters, floors and walls.
- Dining hall area floors, walls, tables, chairs, condiment tables, counters, waste and recycling receptacles and miscellaneous furniture.
- Offices and staff facilities occupied by the Supplier.

16.3. McGill shall be responsible for the cleaning of exterior windows and ceilings.

16.4. The Supplier is responsible for the maintenance and continuous cleaning of the cooking exhaust hoods including filters. The cleaning and maintenance shall be performed by a certified service provider. A schedule for cleaning of exhaust hoods and filters will be determined jointly between the Supplier and the University. Cleaning and maintenance of exhausts systems from duct collar and beyond including ducts, exhaust fans and make up air units and air distribution systems shall be the responsibility of McGill. The fire suppression systems of these exhaust fans will also be the responsibility of McGill University.

16.5. McGill University shall be responsible for the following maintenance and cleaning services:

- fire protection maintenance;
- grease traps cleaning and maintenance;
- building infrastructure (i.e. not including the cleaning of floor drains)
- lighting fixtures (except for National Branded locations and not including lighting that is part of Equipment);
- pest control;

16.6. The Supplier shall leave all areas, under its assigned control, in a clean and ready-for-inspection condition when kitchen and dining locations are closed in accordance with the University schedule.

16.7. McGill University shall periodically inspect, at any time and without notice, all dining halls, retail food locations, kitchen and preparation areas, storage areas, hallways, loading docks, receiving areas, offices and any other space relevant to the provision of the Services.

16.8. The Supplier shall have adequate personnel with sufficient training to ensure the highest standards of sanitation and housekeeping.

16.9. The Supplier shall be responsible to remove containers, garbage, recycling and miscellaneous items from the premises and ensure they are transported to the designated areas by its employees. The Supplier shall be responsible to clean any leakage or spills that may occur during the transportation to the designated areas.

16.10. The Supplier shall provide all cleaning products (i.e. floor finishing products, disinfectants, etc.), supplies (i.e. hand towels, soap) and the cleaning equipment (i.e. mop, vacuum cleaner, rags, etc.), items necessary to handle waste (i.e. liners for waste, recycling receptacles, etc.) necessary for the proper execution of the cleaning work.

16.11. All cleaning products shall be environmentally-friendly and are Ecologo certified. The Products shall be registered on the UL SPOT database.

16.12. McGill University may require the use of specific cleaning products for the execution of certain tasks, and retains the right to refuse the use to the Supplier of any cleaning products that do not meet McGill University's criteria.

17. PLANS AND REPORTING (KEY PERFORMANCE INDICATORS OR KPIS)

17.1. McGill University is keen to working with the Supplier to ensure quality of Services and value for money throughout the term of the Contract. In order to achieve these objectives, McGill University will work collaboratively with the Supplier to ensure that the Services consistently meet the expectations of the Clients. Proactive management of financial performance and/or key indicators shall be essential to the collection and analysis of statistics that can enhance decision-making and continuously improve the Parties' ability to determine goals and establish plans to reach them.

17.2. To this end the Supplier will be required to maintain complete and accurate financial records of all sales and transactions and operating statements for all dining halls, retail venues and catering operations.

17.3. The Supplier will be requested to provide monthly dashboard reports addressing but not necessarily limited to the following financial data and performance indicators.

a) Financial reports for each resident dining and retail venue which includes the following data:

- Sales for the period (actual versus budgeted)
- Transaction information for the period (including breakdown by meal plan, credit/debit, cash, voucher, etc.)
- Average cheque
- Cost of goods sold as a percentage of sales (actual versus targeted)
- Labour hours or labour cost as a percentage of sales (actual versus budgeted)
- Sales per labour hour (actual versus targeted)
- Transactions per labour hour (actual versus targeted)

b) Capital Investment Reports (Requirements)

c) Financial reports for catering operations including:

- Sales for the period
- Details of catering events and sales by event
- Cost of goods sold as a percentage of sales (actual versus targeted)

- 17.4. The Supplier is welcome to include additional measurable and meaningful indicators within the dashboard reporting. The Supplier management team will meet with the McGill Designated Representatives to review and discuss reports on a monthly basis and at the end of each academic term (September-December, January–April, May-August), address any anomalies and potential strategies to ensure alignment with goals or budgets. Reviews shall be conducted within 15 days of the end of each period and/or mutually agreed to timeframe between the Supplier and McGill Designated Representative.
- 17.5. In addition to financial indicators, the Supplier shall also track and report either quarterly or the end of each academic term the following qualitative and service metrics.
- Health and safety audit scores at all Locations
 - Quality Assurance reviews performed by Supplier in all locations (National Branded and non-branded)
 - Supplier employee engagement and retention
 - Procurement practices (percentage local/sustainable/Fairtrade/organic, percentage utilization of Macdonald Farm, etc.)
 - Adherence to themed and special events
 - Compliance with McGill University's *Nutritional Plan*
 - Compliance with McGill University's sustainability action plans and, on a triennial basis, relevant sections under the STARS reporting framework.
 - Results of student engagements (council meetings, surveys, etc.)
- 17.6. By June 1st of each Contract year, the Supplier shall submit the dashboard reporting criteria and KPI's to be measured for the coming Contract year to McGill University's Designated Representative for review and approval. The KPI plan shall detail how the Supplier shall integrate collection of data and implement continuous monitoring of its performance on core support activities to the Services, against the plans established for such activities.
- 17.7. Best practices in this area of activity have emphasized the importance of collecting information that is reliable, relevant and representative.
- 17.8. The performance management framework is designed to align the objectives of McGill University with the Supplier's in the best interest of the Clients. The indicators and trends emphasize advanced monitoring so that the partners can address issues before the Services are significantly affected.
- 17.9. Progress Report and annual planning
- On an annual basis by June 1st of each contract year the Supplier shall prepare and submit to McGill University's Designated Representative(s), a document detailing a progress update as well as forward looking performance goals and proposed actions. The document plans shall address the following key areas:
- a) Detailed Operating and Capital Investment Budgets:

Budgets shall show monthly detail for all revenue and operating expense line items, including detailed capital investment per Location for each year, in support of the plans. The Supplier shall update key performance indicators that monitor the success of the projected revenue structure and produce a *summer operations report* detailing the profit and loss of the low attendance season for review by McGill University.

Any depreciation of Capital Investments must start from the opening of the Location(s) or at the moment the Equipment will be used. The Supplier shall develop key performance indicators that monitor the capital investments and the depreciation, providing all information and backup required by the University, including the specs, invoices and warranties. The Supplier is required to submit to all supporting documents for Capital Investments made and the financial value of the Equipment installed and/or renovations implemented.

17.10. Marketing and Customer Service:

Working in collaboration with McGill Student Housing and Hospitality Services Designated Representative, the Supplier shall submit the proposed marketing plan detailing actions to increase and promote sales and maintain the highest possible level of Client satisfaction for the Services it will deliver during the next academic year.

This will include key performance indicators that monitor the success of:

- budget at Locations relating to different concept projects (such as ambiance improvement, décor, etc.), participation in student/academic projects and marketing campaigns
- customer service improvement projects such as new hires, employee transfers or promotions, mystery shoppers inspections, Client surveys and Client relationship management

17.11. Sustainability:

- Report on the previous year's sustainability achievements and challenges, and propose targeted actions to promote additional social, environmental and ethical benefits and outcomes. Most specifically, the document should provide metrics (such as dollar value and %) pertaining to:
- Food procurement (local/fair trade/sustainable seafood/organic/humane sourcing/Macdonald farm)
- Waste reduction, reduced or alternative packaging, cutlery, containers and dishware
- Food literacy and outreach
- Energy efficiency (vehicle use, equipment certification)
- Sustainable menu (vegan or meat/dairy free meals/seasonal or plant-based menu planning)
- As necessary, provide information on a timely basis as per McGill's strategic and legal requirements.

17.12. Nutrition:

- Shall include detailed proposed actions to uphold McGill University's nutritional guidelines policies, menu offering and variety, and related achievements on the previous year.

18. SURVEY, INSPECTION AND AUDIT

- 18.1. The Supplier shall provide support and actively participate in any consultation and/or survey ongoing at McGill University. McGill University will share the survey results with the Supplier.
- 18.2. McGill University reserves the right, at its discretion, to conduct surveys and *mystery shoppers'* inspections and/or quality assurance assessment in relation to the Services, using a third party selected by McGill University. Results of any inspection / survey will be shared and discussed with the Supplier to address any concerns and potential actions steps to resolve.

19. CASH REGISTER SYSTEM (POINT OF SALE)

- 19.1. McGill University utilizes a standard POS platform for all current and future Locations. The backend transaction system is purchased, sublicensed and supported by McGill University. The Supplier is responsible to continue to utilize the POS platform in its entirety. This shall include:
- All transactions must be "entered" through McGill University's Point of Sales (POS) system.
 - Assign one responsible (main contact) for all Locations, including the training and the first response help;
 - McGill University is responsible to train the main contact from the Supplier, managing the entire system and application, programming, repairs and maintenance and replacement of terminals and peripheral devices;
 - The Supplier is responsible to buy the paper receipt.

20. INFORMATION TECHNOLOGY

- 20.1. The Supplier will provide production, service and management information systems, with a commitment to a seamless interface with McGill University's systems where necessary.
- 20.2. The Supplier shall ensure that all of its IT systems upgrades are compatible with McGill University's systems. This includes all debit/credit, interact, *Visa, MasterCard, American Express* or any other card processing equipment and standards as prescribed from time to time by McGill University. The Supplier cannot charge any surcharge fees to the Client for processing any transaction (debit/credit, interact, *Visa, MasterCard, American Express*, etc.).
- 20.3. The Supplier will be responsible for providing all of its computing (hardware and software) and computer and software maintenance needs for each Location, including connectivity to McGill University systems.

21. MANDATORY BILLING IN THE RESTAURANT SECTOR (MEV-MODULÉ D'ENREGISTREMENT DES VENTES)

- 21.1. The Supplier is responsible to install at its own cost, the *SRM* (device developed by *Revenu Québec*) and any data wiping at the end of Contract Term. The *SRM* is an ultra-secure microcomputer that plugs into a cash register or Point-Of-Sale system and a receipt printer. The device receives data of transactions records (including sales and taxes) in its secure memory and transmits the information required to print bills bearing a barcode and a unique digital signature that guarantee each bill's authenticity. The *SRM* connects to *Revenu Québec's* central database. For more information, please visit the following link: http://www.revenuquebec.ca/en/a-propos/evasion_fiscale/restauration/mev/

22. TELEPHONE AND INTERNET SERVICES

22.1. The The Supplier will be responsible for all fees associated to telephone lines, including its cost for activation, long distance, installation POS terminals, monthly fees and internet services. Presently services for internet connections and data jacks have been provided by McGill IT Services (NCS) and billed to the Food Services Provider. As of June 15, 2019 McGill-IT Services (NCS) will no longer be providing internet and telephone services to external vendors. For the downtown campus, Food Services Provider will have to make arrangements with Internet and telephone Service Providers i.e Bell, Telus or Videotron to obtain these services.

23. PARKING

23.1. McGill University will provide parking on-campus for one (1) Supplier vehicle on the downtown campus.

24. COMMUNICATIONS

24.1. The Supplier will work collaboratively with McGill University's Designated Representative to ensure all communications intended for McGill University community are aligned with McGill standards, vision and values as a campus. This includes labels, signs, brochures, handouts, and other materials, whether for the purpose of marketing, nutrition education or general information, and regardless of its source.

24.2. All information relating to the Services under the Contract will be made available to the McGill Community exclusively on McGill University's website. For clarity, the Supplier agrees that it does not have the authorization to maintain a parallel website that refers to the Services provided under this Contract or any other aspect hereunder.

25. ITEMS, PRICE LIST AND POSTING OF SIGNS

25.1. All menus, item lists, portion sizes and sales strategies as well as any modification thereto shall be analysed in conjunction with McGill University and approved in writing by McGill University's Designated Representative before they are applied.

25.2. All menu items and food items prices shall be posted at each food Location for easy viewing by the public at all times.

25.3. The posting of signs at each Location is the Supplier's responsibility.

26. PACKAGING, LABELLING AND BRANDING REGULATIONS

All consumers packaging (for all "prepackaged" individual size items) and labelling shall respect the following:

26.1. If possible, the Supplier shall provide QR codes as an additional signage option directly linked to pages or items.

26.2. The provision of an identical brand portfolio is not required. Rather, the Supplier shall provide a mix of proprietary brands and national/regional/local brands as specified in Section 1 of this *Scope Description*

27. ALCOHOL

27.1. The Supplier will not sell, serve or distribute alcoholic beverages within McGill University unless otherwise authorized in writing by McGill University's Designated Representative and subject to any condition specified by such Designated Representative.

- a) McGill University will be responsible for the ordering of all alcoholic beverages on campus.

28. UNIFORMS AND SAFETY SHOES

28.1. The Supplier shall be required to provide all its employees with uniforms. Supplier's employees cannot work at any Location without wearing their complete uniform.

- a) The Supplier shall provide proper apparel for the workplace that ensures comfort and safety to its dish washers, cooks, general helpers, bakers, cook helpers, second cooks, sous-chefs, drivers, etc., by fitting them with, and maintaining for them, clean and proper kitchen uniforms and security shoes;

- b) For security purposes, each time there is an employee departure, the Supplier shall retrieve all uniforms from the departing employee;

- c) All uniforms and apparel, including security shoes, for the Locations and Catering Services shall be subject to an initial (and subsequently annual) review and approval by McGill University's Designated Representative, to ensure they meet the standards applicable at McGill University for delivering the Services.

- d) All uniforms for dining halls should be standard across these Locations.

28.2. The work uniforms must be consistent with Supplier's commitment to be socially, environmentally and ethically responsible, as further expressed in the Sustainability section. The Supplier must have University's name identified on all of the Suppliers' employees' uniforms.

29. SECURITY AND ACCESS CARDS AND KEYS

29.1. The Supplier shall be required to provide security and access cards at its own expense to all its employees. All Supplier personnel must have at all times a McGill University access badge with picture ID identifying the Supplier and the individual, as they are assigned to the Contract. Only the Supplier's personnel with this picture ID will be admitted onto McGill University's premises.

29.2. The Supplier is required to renew his employees' access card every 5 years. The cost for each card is [REDACTED] per employee. Order by the Supplier of replacement cards for lost access cards must be signed off by McGill University's Designated Representative. The replacement cost for lost access cards is also [REDACTED]

29.3. It is the responsibility of the Supplier to inform McGill University for any departure by an employee that had been granted an access card. For security reasons, each time there is an employee departure, the Supplier must retrieve the access card from the departing employee. It shall be the Supplier's responsibility to fill out the standard security form submitted by McGill University, for proper access card de-activation.

29.4. Any subcontractor of the Supplier that does not have his own access card must be accompanied at all times by a Supplier employee carrying his access card and wearing his name tag. The Supplier shall not train nor have any new employee on McGill University premises before the new employee's access card is delivered. For student interns, a student card will be sufficient.

29.5. McGill University will supply all keys and access cards necessary for the Supplier to be able to work normally. The Supplier shall comply with the administrative and security policies of McGill University concerning the use of keys and access cards.

30. FOOD PREPARATION AND SAFETY REGULATIONS

30.1. The Supplier shall ensure that it will respect the MAPAQ (ministère Agriculture, Pêcheries et Alimentation Québec) law in Quebec regarding food safety training (<http://www.mapaq.gouv.qc.ca>).

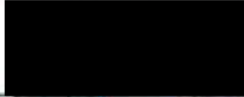
30.2. The Supplier will use food industry preparation standards and controls in the preparation, storing and serving of foods.

- a) All foods shall, when served, be attractive in appearance and correct in temperature and consistency. A documented system to routinely track food temperature, as well as any corrective actions taken in relation to incorrect food temperature, must be in place and used at all times. Temperature logs shall be kept and made available for review by McGill University's Designated Representative upon request.
- b) The University shall conduct unscheduled food safety inspection, sanitation and training audits at its discretion during the term of the Contract as deemed necessary. The audits may be conducted by an independent third party food safety management company or by a University representative. These audits may include analytical testing for specific micro-organisms, bacteria, viruses, parasites, mold etc. In the event the Location fails to attain the minimum audit pass of 75% for any inspection, a re-audit will be required. The re-audit process for food safety inspection will be conducted within 60 days from the date of the initial audit. The Supplier shall assume the cost of the re-audits.

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IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED.

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/McGILL UNIVERSITY



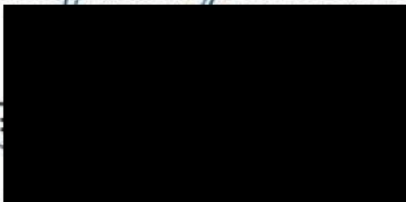
May 8, 2019
Date

Name: Prof. Fabrice Labeau
Title: Interim Deputy Provost (Student Life and Learning)

Authorized Representative of McGill University

DANA HOSPITALITY G.P. INC.

(in its capacity as General Partner of Dana Hospitality Limited Partnership)



May 9/2019
Date

Name:
Title:

Authorized Representative of the Supplier

FINANCIAL SCHEDULE

The Supplier commits to a financial offering structured on a Profit & Loss format and a tiered commission, as more fully described below and in the Terms and Conditions. The Supplier's financial offering consists of three parts as outlined below:

Part I - COMMISSION:

Projected Business Volume: Is the estimated volume of annual sales (gross sales less applicable taxes) to be achieved by the Supplier under the Contract. The Projected Business Volume shall not be construed as a guaranteed business volume from the University or fixed target by the Supplier.

Base Commission Rate: Is the mandatory commission rate contractually required by McGill University, applicable to the annual Business Volume that is less than or equal to the Business Volume Threshold. The Base Commission Rate is set at [redacted] firm for the term of the Contract, including the Optional Contract years.

Incremental Commission Rate: Is the mandatory incremental commission rate contractually required by McGill University, applicable incrementally to the portion of the annual Business Volume that exceeds the Business Volume Threshold. The Incremental Commission Rate is set at [redacted] firm for the term of the Contract including the Optional Contract years.

Business Volume Threshold: The annual Business Volume level that determines change from the Base Commission Rate to the incremental Commission Rate for the purpose of determining the Total Commission Value per year. The annual Business Volume up to and including the Business Volume Threshold will be subject to the Base Commission Rate. Any annual Business Volume exceeding the Business Volume Threshold will be subject to the Incremental Commission Rate. The yearly Business Volume Threshold is set at [redacted].

Total Commission Value: Is determined by adding the annual Incremental Commission Value to the Base Commission Value. The Base Commission Value is calculated by multiplying the portion of the annual Business Volume that is below or equal to the Business Volume Threshold by the Base Commission Rate for each year of the Contract. The Incremental Commission Value is calculated by multiplying the incremental business volume above the Business Volume Threshold by the Incremental Commission Rate for each year of the Contract.

Part II - CAPITAL INVESTMENT:

Capital Investment Amount: The Supplier commits to a total of [redacted] in Capital Investment to be spent on the McGill Food Locations.

The amount of capital investment and the timeline of the investments will be subject to mutual agreement according to the Scope Description. The amounts and the year of investment shown in the table below are only meant to reflect current projections and must not be construed as a predetermined schedule of investments.

Amortization Schedule: The Supplier shall amortize the Capital Investment within the Contract Term including the Optional years, not exceeding [redacted]. For example: if the Capital Investment is made in year 2 of the Contract Term, the amortization will run from year [redacted].

Capital Investment by Location: The Supplier shall complete the tab entitled "Capital Investment by Location" as part of the joint Capital Investment planning with McGill University.

Part III - STARTUP AND PROGRAM TRANSITION COST

Part I - Commission	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6 (optional)	Contract Year 7 (optional)	Contract Year 8 (optional)	Contract Year 9 (optional)	Contract Year 10 (optional)
Projected Business Volume	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Base Commission Rate	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Incremental Commission Rate	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Business Volume Threshold	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Total Commission Value = Base Commission Value + Incremental Commission Value	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

Part II - Capital Investment	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6 (optional)	Contract Year 7 (optional)	Contract Year 8 (optional)	Contract Year 9 (optional)	Contract Year 10 (optional)
Guaranteed Capital Investment	\$ [redacted]	[redacted]	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

Part III - Startup and Program Transition	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6 (optional)	Contract Year 7 (optional)	Contract Year 8 (optional)	Contract Year 9 (optional)	Contract Year 10 (optional)
Start up and Program Transition Provision	[redacted]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Supplier Business Assumptions:

- The Parties will work together to determine the best way to combine purchasing volumes to improve volume incentives or net pricing.
It is understood by the Parties that this assumption shall not affect the Supplier's obligations in any way and more specifically, its commitment to increase sustainable purchasing from local and seasonal produce grown in Quebec and at the MacDonald Campus. Similarly, the commitments described at section 1.12 (eggs from MacDonald Campus), section 8.4 (local food and beverages), section 8.5 (local produce), section 8.6 (fairtrade designation) and section 8.7 (sustainable seafood) hereof shall remain in force and unaffected.
- The Parties will work together to harmonize the hours of operation at the dining halls, in particular opening later where there is a retail alternative to the dining hall, in order to reduce labor cost during non-peak hours.
- All of the revenue from breakfast when breakfast is included in the room rental will be to the benefit of the Supplier, not only the revenue from those who participate in breakfast.
- The Parties will explore options to reduce and/or eliminate the cost of annual municipal taxes to the Supplier.
No failure of the parties to realize anything for which they commit to work together to reach certain objectives under the above-listed business assumptions, whether expressed as savings or otherwise, shall be deemed a Material Change or a material default under the Contract.
- The Supplier agrees to waive the financing cost associated with its capital investment. Capital investment will be amortized fully within [redacted] from Contract Effective Date.

THE ROYAL INSTITUTION FOR THE ADVANCEMENT OF LEARNING/McGILL UNIVERSITY

Name: Prof. Fabrice Labeau
Title: Interim Deputy Provost (Student Life and Learning)



Authorized Representative of McGill University

DANA HOSPITALITY G.P. INC.
(In its capacity as General Partner of Dana Hospitality Limited Partnership)

May 8, 2019
Date

Authorized Representative of the Supplier

May 28/19
Date