



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 675-2005

**PROVISION OF FOOD AND BEVERAGE SERVICES AT KILDONAN PARK,
INCLUDING PEGUIS PAVILION CAFETERIA, RAINBOW STAGE AND KILDONAN
PARK OUTDOOR POOL**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Payment To the City	3
Form C: Qualification	4

PART B - BIDDING PROCEDURES

B1. Project Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Background	1
B5. Enquiries	1
B6. Confidentiality	2
B7. Addenda	2
B8. Substitutes	2
B9. Proposal Submission	3
B10. Proposal	4
B11. Payments	5
B12. Qualification	5
B13. Opening of Proposals and Release of Information	6
B14. Irrevocable Offer	6
B15. Withdrawal of Offers	6
B16. Interviews	7
B17. Negotiations	7
B18. Evaluation of Proposals	7
B19. Award of Contract	7

PART C - GENERAL CONDITIONS

C1. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	2
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Notices	2
D7. Confidentiality and Ownership of Information	3

Submissions

D8. Authority to Carry on Business	3
D9. Workers Compensation	3
D10. Insurance	3
D11. Subcontractor List	4
D12. Equipment List	4
D13. Security Clearance	4

Control of Work

D14. Commencement	5
D15. Inquires During Contract	5
D16. Records	5

Measurement and Payment

D17. Payment	6
--------------	---

D18. Payment Schedule	6
Form J: Subcontractor List	7
Form K: Equipment	8

PART E - SPECIFICATIONS

General

E1. General	1
E2. Work	1
E3. Services Supplied by the Contractor	1
E4. Services Supplied by the City of Winnipeg	3
E5. The Contract Administrator	3
E6. Hours of Operation	4
Table A: Peguis Pavilion Inventory 2005	6
Table B: Rainbow Stage Inventory 2005	8
Table C: Pool Concession Inventory 2005	8

PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF FOOD AND BEVERAGE SERVICES AT KILDONAN PARK, INCLUDING PEGUIS PAVILION CAFETERIA, RAINBOW STAGE AND KILDONAN PARK OUTDOOR POOL

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, December 7, 2005.

B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. BACKGROUND

B4.1 The following information is provided for Bidders:

(a) Historical gross sales for Concessions:

(i) December 1, 2003 to November 30, 2004 \$ 75,251.00

(b) Historical gross sales for Liquor Sales at Peguis Pavilion:

(i) Insufficient prior history for liquor sales at Peguis Pavilion.

B4.2 The gross sales for the period set out B4.1 is based upon information supplied to the City of Winnipeg. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor that gross sales will equal or exceed such amounts in the future. Bidders must make themselves personally acquainted with the requirements of the services to be provided pursuant to the RFP documents and must inform themselves as to all factors which may affect the performance of the services or the level of revenues. Bidders agree that they shall not rely upon any information given or statement made by the City in the RFP documents or otherwise regarding the record of past services performed or gross sales figures.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

- B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;

- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.

B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.

B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B9. PROPOSAL SUBMISSION

B9.1 The Proposal Submission consists of the following components:

- (a) Form A: Proposal;
- (b) Form B: Payment to the City;
- (c) Form C: Qualification;

B9.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.

B9.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B9.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the

RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B9.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.5 Proposal Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B10. PROPOSAL

B10.1 The Bidder shall complete Form A: Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B10.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B11. PAYMENTS

B11.1 The Bidder shall state a percentage of Gross Sales for each item of the Work identified on Form B: Payment to the City.

B11.1.1 Notwithstanding GC.9.01(1), prices on Form B: Payment to the City shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B11.2 The quantities listed on Form B: Payment to the City are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B12.2 The Bidder shall complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.

B12.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposal Submissions will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
 - (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B16. INTERVIEWS

B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

B17.1 The City reserves the right to negotiate details of the Contract with Bidders.

B17.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal;
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12;
- (c) Form B: Payment to the City;
- (d) economic analysis of any approved alternative pursuant to B8.

B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified, and must complete Form C: Qualifications and submit in their Proposal submission.

B18.4 Further to B18.1(c), the Payment to the City shall be the anticipated Annual Gross Sales multiplied by the proposed percentage for each item shown on Form B: Payment to the City.

B18.5 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.

B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices are materially in excess of the prices received for similar work in the past;
- (b) only one Proposal is received; or

(c) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

- B19.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B19.4 Notwithstanding GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B19.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of operation of food & beverage service for the City of Winnipeg for the period of two (2) years, commencing February 1, 2006 to January 31, 2008 at:
- (a) Kildonan Park Outdoor Pool at 2021 Main Street;
 - (b) Peguis Pavilion Cafeteria (Kildonan Park) at 2021 Main Street;
 - (c) Rainbow Stage (Kildonan Park) at 2021 Main Street (hereinafter collectively called Sites);
 - (d) Mobile Vending in Kildonan Park.
- D2.2 The major components of the Work are as follows:
- (a) three (3) Concession Booths in Rainbow Stage and one (1) in Outdoor Pool;
 - (b) Mobile Vending;
 - (c) Vending Machines;
 - (d) Cafeteria in Peguis Pavilion.
- D2.3 Notwithstanding D2.1, the City may terminate the Contract upon ninety (90) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.
- D2.4 Upon receipt of request from the Contractor, no later than ninety (90) Calendar Days prior to the end of the original Contract date, the City of Winnipeg, at its sole discretion may grant a two (2) year extension of the Contract from the expiration of the original date.
- D2.4.1 The terms and conditions of the extended term will be as contained herein or as mutually agreed upon between the parties.

- D2.5 Notwithstanding D2.1, the City shall maintain the right to grant a bonafide non-profit organization the privilege of supplying food and beverage services for a specific special event sponsored by that non-profit organization for the purpose of fund raising only.

D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) **"Business Day"** means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) **"Submission Deadline"** and **"Time and Date Set for the Final Receipt of Bids"** mean the time and date set out in the Bidding Procedures for final receipt of Proposals;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Glenn Maddaford
Divisional Controller
Community Services Department
Finance and Administration Services Division
395 Main Street, 3rd Floor
Winnipeg, MB R3B 3N8
- Telephone No. (204) 986-4060
Facsimile No. (204) 986-7599
- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
- The City of Winnipeg
Chief Administrative Officer Secretariat

Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. WORKERS COMPENSATION

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D10. INSURANCE

- D10.1 The Contractor shall provide and maintain commercial general liability insurance, providing coverage for bodily injury, property damage and personal injury, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured. The policy shall contain a cross-liability clause and contractual liability to remain in place at all times during the performance of the Work.

- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 Evidence of Liquor Liability.
- D10.4 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D10.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D11. SUBCONTRACTOR LIST

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D12. EQUIPMENT LIST

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D13. SECURITY CLEARANCE

- D13.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
 - D13.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D13.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D13.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D13.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D13.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

CONTROL OF WORK

D14. COMMENCEMENT

- D14.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D9;
 - (iii) evidence of the insurance specified in D10; and
 - (iv) the Subcontractor list specified in D11;
 - (v) the equipment list specified in D12;
 - (vi) the security clearances specified in D13.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D14.3 The Contractor shall not commence the Work on the Site before February 1, 2006, unless otherwise agreed with the Contract Administrator.

D15. INQUIRES DURING CONTRACT

- D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which inquiries by the Contract Administrator may be placed.
- D15.2 The Telephone number provided in D15.1 must be clearly displayed on each vending machine.
- D15.3 If a Subcontractor is used to provide the vending service, the number displayed may be a local Winnipeg telephone number or a toll-free telephone number of the Subcontractor.

D16. RECORDS

- D16.1 Further to GC9.06, the Contractor shall keep or cause to be kept at its principal office in Manitoba true and accurate books of accounts prepared in accordance with generally accepted accounting principles and satisfactory to the Contract Administrator showing all income derived from performing the Work in the Sites so that the Gross Sales can be readily and accurately determined therefrom.
- D16.2 The City shall have the right, upon reasonable notice in writing, so often as it shall deem necessary, to inspect, examine, copy or audit all books and records of the Contractor. The Contractor shall furnish such supporting data and other information regarding thereto as the Contract Administrator may require.
- D16.3 The Contractor must provide audited financial statements in a form satisfactory to the Contract Administrator within sixty (60) Calendar Days from the conclusion of each Contract year, no later than January 31.

MEASUREMENT AND PAYMENT

D17. PAYMENT

- D17.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit one (1) monthly payment in Canadian funds to the Contract Administrator as indicated in D4.1.
- D17.2 The payment must be accompanied by a statement for each Site, clearly indicating the following:
- (a) Month of service provided;
 - (b) Name and address of facility;
 - (c) Gross sales excluding taxes for the period for each product group by facility;
 - (d) The amount payable with GST shown as separate amounts by facility;
 - (e) The Contractor's GST registration number.

D18. PAYMENT SCHEDULE

- D18.1 Further to GC.9.01 and GC.9.03, payment shall be in accordance with the following payment schedule:
- (a) The monthly fee shall be paid no later than the fifteenth (15th) Calendar Day of the month following the month for which the fee is payable.
 - (b) Payments received after the date specified in D18.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

FORM K: EQUIPMENT
(See D12)

**PROVISION OF FOOD AND BEVERAGE SERVICES AT KILDONAN PARK, INCLUDING PEGUIS
PAVILION CAFETERIA, RAINBOW STAGE AND KILDONAN PARK OUTDOOR POOL**

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

FORM K: EQUIPMENT
(See D12)

**PROVISION OF FOOD AND BEVERAGE SERVICES AT KILDONAN PARK, INCLUDING PEGUIS
PAVILION CAFETERIA, RAINBOW STAGE AND KILDONAN PARK OUTDOOR POOL**

<p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>5. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>6. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. WORK

E2.1 The Contractor shall operate:

E2.1.1 concession booths:

- (a) Kildonan Park Outdoor Pool at 2021 Main Street; and
- (b) Rainbow Stage (Kildonan Park) at 2021 Main Street

E2.1.2 mobile food and beverage vending services in Kildonan Park.

E2.1.3 a vending machine or vending machines at various locations in Kildonan Park as authorized by the Contract Administrator.

E2.1.4 the Peguis Pavilion Cafeteria (Kildonan Park) at 2021 Main Street and provide and maintain a vending machine or vending machines.

E3. SERVICES SUPPLIED BY THE CONTRACTOR

E3.1 The Contractor shall:

- (a) be responsible for all costs whatever associated with, related to, or required to be incurred in providing, operating or maintaining a food concession or vending machine(s), including all equipment necessary for the dispensing and safe storage of food and beverage products except for equipment identified in inventory list (Tables A, B and C).
- (b) purchase and pay for, at the Contractor's sole cost and expense, all food and beverages required in order to perform the Work of the Contract and as listed on the menu, as well as such other foods and beverages as the Contract Administrator may from time to time direct;
- (c) sell food and beverages from the vending machine(s) at prices not greater than the prevailing product prices in the City of Winnipeg, as determined and approved by the Contract Administrator;
- (d) be permitted to sell beer and wine at Peguis Pavilion during normal hours of operation, subject to the Contractor obtaining the appropriate licence (at the Contractor's sole expense) from the Manitoba Liquor Control Commission for the duration of the Contract and commencing upon licence approval by MLCC.
- (e) provide, maintain, stock and operate vending machine(s) at specify locations of Site(s) authorized by the Contract Administrator;
- (f) post and keep posted in a conspicuous place at all times, a complete list of all the foods, beverages and other merchandise offered for sale together with the prices of same;
- (g) ensure no cooking or heating of foods or beverages be performed at the Site(s) except as permitted by Federal, Provincial and Municipal Health requirements;
- (h) provide a good standard of service and value to the general public patronizing the Site(s);
- (i) be responsible for the collection and handling of monies from the concession booths and vending machines;

- (j) ensure that all employees engaged in the preparation, handling service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
- (k) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of concession booth at the Site(s);
- (l) assume full responsibility for the actions of such personnel employed by the Contractor while performing Services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salaries (including withholding and paying income tax, unemployment insurance and Canada Pension) as same may be required by law from time to time;
- (m) provide at all times at the Site(s), a sufficient number of employees to properly and efficiently provide the Services to the general public:
 - (i) The Contractor shall increase or decrease the number of employees upon receipt of a written request to do so from the Contract Administrator;
- (n) ensure that all food and beverages offered for sale at the Site(s) shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;
- (o) use only paper or plastic containers (i.e., no glass), or such other containers as approved by the Contract Administrator;
- (p) at all times keep tables and chairs located in the Peguis Pavilion dining room and banquet room at a high level of cleanliness;
- (q) at all times operate the concession booth at a high level of cleanliness and shall keep the Site(s), and that part of Kildonan Park which is in its immediate vicinity, neat in appearance;
- (r) at all times maintain the concession booth, including floors, walls, ceilings, equipment, furniture, fixtures, small wares, merchandise and material, and other items therein, in a clean and sanitary manner;
- (s) ensure that a pest-free operation is maintained on Site(s) and shall supply whatever pest control service the City deems necessary;
- (t) take precautions to prevent fire occurring in or about the Site(s) and shall observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and will comply with all instructions given by the Contract Administrator or other competent Federal, Provincial or Municipal authorities with regard to fire safety and fire regulations;
- (u) permit and facilitate the inspection of the concession booth and its operation, by the Contract Administrator and by other public authorities so authorized at all times;
- (v) leave the Site(s) in a neat and tidy condition and shall return all furniture, fixtures, equipment, articles, or other property belonging to the City in a good state or repair at the expiration of the term of the Contract, except for normal wear and tear.

E3.2 The Contractor shall not:

- (a) carry on any business in, from or about the Site(s) other than the services provided for and approved by the terms of this Contract;
- (b) commit, permit or allow any waste or injury to the Site(s) or any part thereof;
- (c) permit unlawful, hazardous, loud or otherwise disruptive activities in the concession booth area;
- (d) permit any person to carry on in any part of the Site(s) any business or any activity which is a nuisance;
- (e) sell tobacco products or allow smoking at or in the concession booth area;

- (f) use or permit to be used the Site(s) or any part thereof for any illegal or unlawful purpose, or in any manner which would result in the cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested;
- (g) alter, add to or in any way vary the Site(s), furniture, fixtures or equipment therein or make any installation without the express written consent of the Contract Administrator;
- (h) remove or permit to be removed any furniture, fixtures, equipment, small wares, articles or other property belonging to the City.

E4. SERVICES SUPPLIED BY THE CITY OF WINNIPEG

E4.1 The City of Winnipeg will:

- (a) provide the space required for the operation of the cafeteria, concession booths and vending machine(s) as specified in E2;
- (b) provide space for storage as currently exists at each Site(s), such space may change from time to time as requirements meet the operational needs of the City of Winnipeg;
- (c) provide garbage storage areas for garbage awaiting pick-up by the City of Winnipeg;
- (d) provide garbage removal services from the designated garbage storage area;
- (e) provide heat, light, hot and cold water, electrical services;
- (f) provide all of the fixtures and equipment included in the inventory (Appendix A) and carry out any maintenance and repairs made necessary through normal wear and tear for said equipment;
- (g) provide after-hour janitorial and maintenance services at Kildonan Park except in the concession booths and kitchen in Pequis Pavilion;
- (h) further to GC5.05, have unrestricted access to the Site(s) in emergency situations;
- (i) have the right at all times to enter the Site(s), including City Personnel or personnel of any public utility for the purpose of repairing, maintaining, replacing or constructing any public utility;
- (j) paint and decorate the Site(s) at such times and to such extent as the Contract Administrator may deem necessary;
- (k) clean the floors daily at the Peguis Pavilion Cafeteria.

E5. THE CONTRACT ADMINISTRATOR

E5.1 The Contract Administrator:

- (a) will attend at each Site(s) with the Contractor prior to commencement and within five (5) Calendar Days after vacating of the Services in order to list and verify the inventory of furniture, fixtures, equipment and small wares present for the term of the Contract;
- (b) shall be the sole judge as to the adequacy and value of service provided by the Contractor;
- (c) shall be the sole judge as to whether there are a sufficient number of employees at each Site(s) to properly and efficiently serve the general public:
 - (i) the Contract Administrator may order the Contractor to increase or decrease the number of employees at the Site(s).
- (d) shall have the right, at any time during the term of the Contract, to specify the brand or brands of food, types of foods, beverages or merchandise to be sold at the Site(s) by giving written notice to the Contractor at least thirty (30) Calendar Days in advance;
- (e) may order changes or alternations to the Service at his/her sole discretion as he/she, may deem advisable;

- (f) shall have the right, at any time during the term of the Contract:
 - (i) to specify the brand or brands of products, types of foods, to be sold in the vending machine(s) at the Site(s) by giving written notice to the Contractor at least thirty (30) Calendar Days in advance;
 - (ii) to require the Contractor to replace a vending machine(s) if it displays advertising or a logo that is not consistent with the brand specified by the Contract Administrator;
 - (iii) be the sole judge as to the adequacy and value of service and may order such changes or alterations to his/her sole discretion as he/she may determine to be advisable.
- (g) shall be the sole judge as to sufficiency of the cleanliness and neatness of appearance of the Site(s) and of any equipment there at;
- (h) shall have the authority to order changes or alterations to the Service, as he/she, at his/her sole discretion, may deem advisable;
- (i) will give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event;
- (j) will notify the Contractor in the event of cancellation of scheduled events of which due notice has been given, but the City shall not be liable to the Contractor for failure to deliver notice of such cancellation.

E6. HOURS OF OPERATION

- E6.1 The Contractor shall operate the Site(s) during an operating season with the hours of operation consistent with the operating schedules of the Site(s), which are approximately as follows:

Peguis Pavilion

December, January, February

- Monday, Tuesday, Wednesday 8:00 a.m. to 2:00 p.m.
- Thursday, Friday 8:00 a.m. to 4:00 p.m.
- Saturday, Sunday 8:00 a.m. to 5:00 p.m.

March, April, May, September, October, November

- Monday to Sunday 9:30 a.m. to 5:00 p.m.

June, July, August

- Monday to Friday 8:00 a.m. to 4:00 p.m.
- Saturday and Sunday 8:00 a.m. to 5:00 p.m.

On days of performances at Rainbow Stage:

- Monday to Sunday 8:00 a.m. to 8:00 p.m.

Rainbow Stage

July and August (during public performances) – 6:30 p.m. to 10:30 p.m.

Kildonan Outdoor Pool

June, July, August – 11:00 a.m. to closing of pool.

Mobile Vending

Saturday, Sunday and holidays from June 1 to September 5 each year and other times as authorized by the Contract Administrator.

- E6.2 The hours of operations, both seasonally and daily, are subject to change as directed by the Contract Administrator.

- E6.3 If, on any day during the operating season, the Contractor believes there will be or is insufficient demand for services at one or more of the Site(s), the Contractor may request, and the Contract Administrator may grant, permission to temporarily suspend such services.
- E6.4 If services are required at one or more of the Site(s) at times or days materially different from those stated in E6.1, the Contract Administrator may request such services of the Contractor provided such request is made at least thirty (30) Calendar Days prior to the commencement of the period for which the Contractor's services are required. The Contractor agrees to provide such services provided that the requisite notice is given.

Table A: Peguis Pavilion Inventory 2005

The City of Winnipeg – Community Services Peguis Pavilion

Quantity	Description
1	Walk-In Fridge
1	4 Well Steam Table
1	Butcher Block Table
3	Chest Freezer
1	Wooden Top Table
1	Gas Range (2 ovens)
1	Grill
2	Deep Fryers (4 baskets)
1	Litton Microwave Oven
2	Deli Fridges (fridges underneath each other)
1	Stainless Steel Cupboard (2 shelf compartment)
1	Stainless Steel Table (six shelves)
1	Stainless Steel Seven Compartment Counter
1	Casio TK 7000 Cash Register
1	Fridge
1	Four Slice Toaster
1	Two Slice Toaster
9	Dish Racks
1	Telex Ampliphier with Microphone
1	Exhaust System
1	Sink / Work Table
1	Air Conditioner
1	Sandwich / Salad Table w/sneezeguard
1	Conveyor Multi-Purpose (Bagel Toaster)
1	Potato Chipper 3/8"
1	Rheminghals 12" slicer
1	Robot Coope (deluxe food processor)
32	Tables
138	Chairs
1	Stainless Steel Colander 16.5"Diameter
3	20-qt Stock Pots
2	8-qt Stock Pots
18 dozen (approx)	Dinner Platters
28 dozen (approx)	Dessert Plates
26 dozen (approx)	Bowls
12 dozen (approx)	Mugs
42 (approx)	Pitcher (clear)
20 dozen (approx)	Wine Glasses
22 dozen (approx)	Salad Forks
10 dozen (approx)	Dinner Forks
10 dozen (approx)	Soup/ Dessert Spoons
10 dozen (approx)	Teaspoons
10 dozen (approx)	Knives
1	Salad Spinner
60 (approx)	12" x 16" Black Trays
21 (approx)	White Trays
14 (approx)	Scoops

Table A: Peguis Pavilion Inventory 2005 continued

The City of Winnipeg – Community Services Peguis Pavilion

2	Stainless Steel Napkin Dispenser
3	Sugar Dispenser
36	Vinyl Oval Baskets
3	Nacho Baskets
2	6 qt. Square Container & Lids
2 pairs	Oven Mitts
3 dozen (approx)	Salt & Pepper Shakers
2	Thermometer
2	Food Warmer 7 qt
6	Stainless Steel 8 qt Mixing Bowls
11	1/9 Size Insert Container (clear)
29	¼ Size Insert Container (clear)
4	1/9 Size Insert Container (stainless steel)
2	1/6 Size 4" Insert Container (clear)
2	1/6 Size 2.5" Insert Container (clear)
3	1/6 Size 2.5" Insert Container (stainless steel)
1	15 qt Stainless Steel Insert Container
6	10 qt Stainless Steel Insert Container
8	5 qt Stainless Steel Insert Container
1	20 qt Insert Container (clear)
3	Strainers
2	Food Scale
21 (approx)	Stainless Steel Tea Pots (individual serving)
12 (approx)	Sugar Bowls (clear)
12 (approx)	Creamers (clear)
	Miscellaneous Kitchen Utensils
1	Metal Shelving – 5 shelves
100 (approx)	Juice Glasses
40 (approx)	Vinegar Containers (glass)
96 (approx)	Parfait Glass (small)
30 (approx)	Parfait Glass (large)
3	Large Grey Bread Trays
4 (approx)	Metal Chip Stands
2 (approx)	Metal Black Chip Stands
4 (approx)	Metal Stands (candies)

Table B: Rainbow Stage Inventory 2005

**The City of Winnipeg – Community Services
Rainbow Stage**

Quantity	Description
5	Coffee Urns
6	Freezers / Coolers
6	Cash Registers
1	Chest Freezer

Table C: Pool Concession Inventory 2005

**The City of Winnipeg – Community Services
Pool Concession**

Quantity	Description
2	Ice Cream Freezers

Note: The Contractor will be required to supply any additional small appliances and smallwares necessary to operate the Sites (E3.1(a)).