



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 552-2007**

**OPERATION OF CONCESSION BOOTH(S) FOR THE CITY OF WINNIPEG AT VIMY ARENA, BERTRAND ARENA, ROLAND MICHENER ARENA, TERRY SAWCHUK ARENA, MAGINOT ARENA, RIVER EAST ARENA, PIONEER ARENA, CENTURY ARENA, ERIC COY ARENA, BILLY MOSIENKO ARENA, OLD EXHIBITION ARENA AND FORT ROUGE LEISURE CENTRE INCLUDING SAM SOUTHERN ARENA.**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Payment To The City	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Addenda	1
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	3
B9. Payment To The City	4
B10. Qualification	4
B11. Opening of Bids and Release of Information	5
B12. Irrevocable Bid	5
B13. Withdrawal of Bids	5
B14. Evaluation of Bids	6
B15. Award of Contract	6

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
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### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Work	1
D3. Contract Administrator	1

#### Submissions

D4. Authority to Carry on Business	2
D5. Insurance	2
D6. Security Clearance	2

#### Control of Work

D7. Commencement	3
D8. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D9. Safety	4
D10. Enquiries During Contract	4

#### Measurement and Payment

D11. Payments	4
D12. Payment Schedule	4

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Work	1
E3. Services Supplied By The Contractor	1
E4. Services Supplied By The City	3
E5. The contract Administrator	3
E6. Hours Of Operation	4

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 OPERATION OF CONCESSION BOOTH(S) FOR THE CITY OF WINNIPEG AT VIMY ARENA, BERTRAND ARENA, ROLAND MICHENER ARENA, TERRY SAWCHUK ARENA, MAGINOT ARENA, RIVER EAST ARENA, PIONEER ARENA, CENTURY ARENA, ERIC COY ARENA, BILLY MOSIENKO ARENA, OLD EXHIBITION ARENA AND FORT ROUGE LEISURE CENTRE INCLUDING SAM SOUTHERN ARENA.

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 3, 2007.

B2.2 Bids 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 C3.1, 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. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 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.

### **B5. ADDENDA**

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

- B5.2 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.
- B5.2.1 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>.
- B5.2.2 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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 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 Contract;
  - (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 Contract.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may 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 B14.

- B6.9 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.

## **B7. BID SUBMISSION**

- B7.1 The Bid shall consist of the following components:

- (a) Form A: Bid;
- (b) Form B: Payment to the City;

- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

- B7.3 All components of the Bid 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, to constitute a responsive Bid.

- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.

- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.

- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.

- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

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

- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B8. BID**

- B8.1 The Bidder shall complete Form A: Bid, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid 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.

B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B8.4 Paragraph 10 of Form A: Bid 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B8.4.2 All signatures should be witnessed, except where a corporate seal has been affixed.

B8.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

## **B9. PAYMENT TO THE CITY**

B9.1 The Bidder shall state a monthly payment in Canadian funds for each item of the Work identified on Form B: Payment to the City.

B9.1.1 Notwithstanding C11.1.1, 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.

B9.2 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 Bids.

B9.3 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.

## **B10. QUALIFICATION**

B10.1 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; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B10.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations 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>.
- B10.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B10.4 The Bidder shall 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.
- B10.5 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.

## **B11. OPENING OF BIDS AND RELEASE OF INFORMATION**

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) 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>.
- B11.3 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>.
- B11.4 The Bidder is advised that any information contained in any Bid 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.

## **B12. IRREVOCABLE BID**

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.
- B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two highest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B13. WITHDRAWAL OF BIDS**

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

#### **B14. EVALUATION OF BIDS**

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
  - (c) Payment to the City;
  - (d) economic analysis of any approved alternative pursuant to B6.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), the monthly payment to the City shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Payment to the City.
- B14.5 This Contract may be awarded by item as identified on Form B: Payment to the City.
- B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on any one or more items.
- B14.5.2 Notwithstanding B15.3, the City shall not be obligated to award any item to the responsible Bidder submitting the highest evaluated responsive Bid for that item and shall have the right to choose the alternative which is in its best interests.

#### **B15. AWARD OF CONTRACT**

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices are materially less than prices received for similar work in the past;



- (b) only one Bid 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.

B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the highest evaluated responsive Bid.

B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.

B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B15.5 The Contract Documents, as defined in C1.1(n), 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**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply 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>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

#### **D2. SCOPE OF WORK**

D2.1 The Work to be done under the Contract shall consist of operation of concession booth(s) for the City of Winnipeg for the period of October 1, 2007 to March 31, 2008 at the following locations:

- (a) Vimy Arena at 255 Hamilton Street;
- (b) Bertrand Arena at 294 Bertrand Street;
- (c) Roland Michener Arena at 1121 Wabasha Street;
- (d) Terry Sawchuk Arena at 901 Kimberley Street;
- (e) Maginot Arena at 910 Maginot Street;
- (f) River East Arena at 1410 Rothesay Street;
- (g) Pioneer Arena at 799 Logan Avenue;
- (h) Century Arena at 1377 Clarence Avenue;
- (i) Eric Coy Arena at 535 Oakdale Drive;
- (j) Billy Mosienko Arena at 709 Keewatin Street;
- (k) Old Exhibition Arena at 80 Sinclair Street;
- (l) Fort Rouge Leisure Centre including Sam Southern Arena at 625 Osborne Street.

D2.1.1 The Work may commence as early as September 1, 2007 and extend until as late as May 31, 2008, depending upon the operating season of the individual arena. No monthly payment will be required for the additional operating season.

D2.2 The major components of the Work are as follows:

- (a) Concession Booth

D2.3 The Contractor will not be responsible for Vending Machines under this Contract nor entitled to revenue of same.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 Upon written request of the Contractor and in the City's sole discretion, the Contract may be extended for two (2) additional one (1) year periods with the same terms and conditions. The Contractor must submit a written request for the additional periods to the Contract Administrator not less than one hundred and twenty (120) Calendar Days prior to the expiration of the original term. The Contractor Administrator will respond to the Contractor within thirty (30) Calendar Days, giving notice of the City's approval or rejection of the request for extension.

#### **D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Glenn Maddaford  
Divisional Controller  
Community Services Department  
Finance and Administration Services  
395 Main Street, 3<sup>rd</sup> Floor  
Winnipeg, MB R3B 3N8

Telephone No. (204) 986-4060  
Facsimile No. (204) 986-7599

- D3.2 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.

## **SUBMISSIONS**

### **D4. AUTHORITY TO CARRY ON BUSINESS**

- D4.1 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.

### **D5. INSURANCE**

- D5.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, 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; with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability, non-owned automobile liability and a products and completed endorsement to remain in place at all times during the performance of the Work;
  - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work;
- D5.2 Deductibles shall be borne by the Contractor.
- D5.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance of each 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.
- D5.4 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.

### **D6. SECURITY CLEARANCE**

- D6.1 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.
- D6.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Employment – Sensitive Position of Trust; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:  
[www.winnipeg.ca/police/BPR/forms/Criminal\\_Record\\_Check\\_P612.doc](http://www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc)
  - (b) Form P-249 (Form 1 – Consent) can be found on the website at:  
[www.winnipeg.ca/police/PDFs/BPR/consent\\_form1.pdf](http://www.winnipeg.ca/police/PDFs/BPR/consent_form1.pdf)
  - (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:  
[www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
  - (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:  
[www.winnipeg.ca/police/BPR/fees.stm](http://www.winnipeg.ca/police/BPR/fees.stm)
- D6.2.1 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- D6.3 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 the Work.
- D6.4 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.
- D6.5 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.
- D6.6 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 any Work.

## **CONTROL OF WORK**

### **D7. COMMENCEMENT**

- D7.1 The Contractor shall not commence any Work until he is in receipt of a notice of a purchase order from the City authorizing the commencement of the Work.
- D7.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D4;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) evidence of the insurance specified in D5; and
    - (iv) the security clearances specified in D6.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D7.2.1 Further to D7.2(a)(iv), subject to all other requirements being met, the Contractor may commence Work September 1, 2007 prior to submitting the security clearances.

**D8. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D8.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

**D9. SAFETY**

D9.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D9.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D9.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated;

**D10. ENQUIRIES DURING CONTRACT**

D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries may be placed; such telephone number must be clearly posted.

**MEASUREMENT AND PAYMENT**

**D11. PAYMENTS**

D11.1 Further to C11, the Contractor shall submit payment monthly in Canadian Funds to the Contract Administrator as indicated in D3.1.

D11.2 The payment must be accompanied by a statement clearly indicating the following:

- (a) month of service provided;
- (b) name and address of facility;
- (c) the amount payable with GST shown as separate amount; and
- (d) the Contractor's GST registration number.

**D12. PAYMENT SCHEDULE**

D12.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) The monthly fee shall be paid no later than the fifteenth (15<sup>th</sup>) Calendar Day of the month following the month for which the fee is payable;
- (b) Payments received after the date specified in D13.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6.

#### **E2. WORK**

- E2.1 The Contractor shall operate the concession booth(s) in Site(s) indicated in D2.1(a) to (l) and in accordance with the requirements hereinafter specified.

#### **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 booth(s), including all equipment necessary for the dispensing and safe storage of food and beverage products;
  - (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:
    - (i) and ensure the food and beverages sold in or from the Site(s) comply with the relevant and applicable Federal, Provincial and Municipal Acts and Regulations, and is of choice or fancy quality;
  - (c) sell food and beverages from the concession booth(s) at prices not greater than the prevailing product prices in the City of Winnipeg, as determined and approved by the Contract Administrator;
  - (d) post and keep posted in a conspicuous place at all times, a complete list of all the foods and beverages offered for sale together with prices of same;
  - (e) supply beverage products:
    - (i) for Vimy Arena, produced by Pepsi Bottling Group (The);
    - (ii) for Bertrand Arena, Maginot Arena, River East Arena, Roland Michener Arena, Terry Sawchuk Arena, Pioneer Arena, Century Arena, Eric Coy Arena, Billy Mosienko Arena, Old Exhibition Arena and Sam Southern Arena, produced by Coca Cola Bottling Company;
  - (f) ensure no cooking or heating of food or beverages be performed at the Site(s) except as permitted by Federal, Provincial and Municipal Health requirements;
  - (g) provide a good standard of service and value to the general public patronizing the Site(s);
  - (h) be responsible for the collection and handling of monies from the concession booth(s);
  - (i) ensure that all employees engaged in the preparation, handling service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
  - (j) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of concession booth at Site(s);
  - (k) 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 may be required by law from time to time;

- (l) 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;
- (m) 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;
- (n) use only paper or plastic containers (i.e., no glass), or such other containers as approved by the Contract Administrator;
- (o) at all times operate the concession booth(s) at a high level of cleanliness and shall keep the concession booth and that part of the arena which is in its immediate vicinity, neat in appearance;
- (p) at all times maintain the concession booth(s), including floors, walls, ceilings, equipment, furniture, fixtures, small wares, merchandise and material, and other items therein, in a clean and sanitary manner;
- (q) supply, maintain and repair all equipment at the expense of the Contractor;
- (r) ensure that a pest-free operation is maintained on Site(s) and shall supply whatever pest control service the City deems necessary at the Contractor's expense;
- (s) 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 and Municipal authorities with regard to fire safety and fire regulations;
- (t) permit and facilitate the inspection of the concession booth(s) and its operation, by the Contract Administrator and by other public authorities so authorized at all times;
- (u) 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(s) 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(s) area;
- (f) serve any alcoholic beverages or allow any to be consumed at or in the concession booth(s) area;
- (g) 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 or any insurer to issue any insurance as requested;
- (h) 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;
- (i) remove or permit to be removed any furniture, fixtures, equipment, small wares, articles or other property belonging to the City.

E3.3 The Contractor may:



- (a) at arenas not serviced by skate shop, sell merchandise required by ice users such as skate laces, hockey tape, hockey pucks and whistles. Other related merchandise may be sold only with the approval of the Contract Administrator.

#### **E4. SERVICES SUPPLIED BY THE CITY**

E4.1 The City of Winnipeg will:

- (a) provide the space required for the operation of the concession booth(s) referred to herein and more particularly described in E3;
- (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 after-hour janitorial and maintenance services at the arena except in the concession booth(s);
- (g) further to C8, have unrestricted access to the Site(s) in emergency situations;
- (h) have the right at all times to enter the Site(s), including City Personnel or personnel or any public utility for the purpose of repairing, maintaining, replacing or constructing any public utility;
- (i) paint and decorate the Site(s) at such times and to such extent as the Contract Administrator may deem necessary.

#### **E5. THE CONTRACT ADMINISTRATOR**

E5.1 The Contract Administrator:

- (a) shall be the sole judge as to the adequacy and value of service provided by the Contractor;
- (b) 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);
- (c) 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;
- (d) may order changes or alternations to the Service at his/her discretion as he/she may deem advisable;
- (e) shall have the right, at any time during the term of the Contract, be the sole judge as to the adequacy and value of service and may order such changes or alternations to his/her sole discretion as he/she may determine to be advisable;
- (f) 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;
- (g) have the authority to order changes or alterations to the Service, at his/her sole discretion, as may deem advisable;
- (h) 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
- (i) 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 concession booth at the Site(s) during an operating season with the hours of operation consistent with the opening schedule of the Site(s) which are approximately as follows:
- (a) Monday to Friday (inclusive), from 4:00 p.m. until all arena activities are over (approximately 10:00 p.m.);
  - (b) Saturdays, Sundays and Holidays, from 8:00 a.m. until all arena activities are over (approximately 10:00 p.m.).
- E6.1.1 The hours of operations, both seasonally and daily, are subject to change as directed by the Contract Administrator;
- E6.1.2 If, on any occasion during the operating season, the Contractor believes there will be or is insufficient demand for concession booth services, the Contractor may request, and the Contract Administrator may grant permission to temporarily suspend such services.
- E6.2 If concession booth services are required at times or for days materially different from those stated in D6.1, 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.