



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 912-2007**

**PROVISION OF FOOD AND BEVERAGE SERVICES FOR CITY OF WINNIPEG  
OPERATED GOLF COURSES**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	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. Background	1
B5. Enquiries	2
B6. Confidentiality	3
B7. Addenda	3
B8. Substitutes	3
B9. Proposal Submission	4
B10. Proposal	5
B11. Payment to the City	6
B12. Qualification	6
B13. Staffing Plan	7
B14. Menu and Pricing	7
B15. Marketing Plan	7
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	8
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	10

### 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. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Confidentiality and Ownership of Information	2

#### Submissions

D7. Authority to Carry on Business	2
D8. Insurance	3
D9. Performance Security	3
D10. Security Clearance	3

#### Control of Work

D11. Commencement	4
D12. Orders	5
D13. Records	5

#### Measurement and Payment

D14. Payment	5
D15. Payment Schedule	5

#### Warranty

D16. Warranty	6
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Form H1: Performance Bond	7
Form H2: Irrevocable Standby Letter of Credit	9

**PART E - SPECIFICATIONS**

**General**

E1. Applicable Specifications and Drawings	1
E2. Location and Schedule of Work	1
E3. Services Supplied by the Contractor	2
E4. City Provided Services	4

## PART B - BIDDING PROCEDURES

### B1. CONTRACT TITLE

B1.1 PROVISION OF FOOD AND BEVERAGE SERVICES FOR CITY OF WINNIPEG OPERATED GOLF COURSES

### B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 25, 2008.
- B2.2 Proposals 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 Contract Administrator or an authorized representative will be available at the Site to provide Bidders access to the Site as follows.
- (a) March 17, 2008 at 9:00 am at Crescent Drive Golf Course, 781 Crescent Drive;
  - (b) March 17, 2008 at 10:00 am at Windsor Park Golf Course, 10 Des Meurons Street;
  - (c) March 17, 2008 at 11:00 am at Kildonan Park Golf Course, 2021 Main Street;
  - (d) March 17, 2008 at 12:00 Noon at the Harbour View Recreation Complex, 1867 Springfield Road.
- 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 Kildonan Park Golf Course, 2021 Main St.
- (a) This site consists of a clubhouse concession with indoor seating for approximately 60 (licensed capacity 115), an outdoor patio with seating for approximately 20, a 10<sup>th</sup> hole concession stand (no seating) and an on-course concession cart. Kildonan operates during the golf season.
- B4.2 Windsor Park Golf Course, 10 Des Meurons St.
- (a) This site consists of a clubhouse concession with normal indoor seating for approximately 60 (licensed capacity 77), an outdoor patio with seating for approximately 20, and an on-course concession cart. Windsor operates during the golf season and in the winter for cross-country skiing. **The winter operation is not part of this contract.**
- B4.3 Crescent Drive Golf Course, 781 Crescent Drive.
- (a) This site consists of a clubhouse concession with normal indoor seating for approximately 40 (licensed capacity 68) and outdoor patio seating for approximately 16. Crescent Drive operates during the golf season.
- B4.4 Harbour View Golf Course and Recreation Complex, 1867 Springfield Rd.
- (a) This site consists of a restaurant seating 87, banquet room seating 136, outdoor patio seating 55 and an open air inner courtyard seating 49 (licensed capacity of entire site 550). It is operated year round with hours of operation adjusted seasonally as described in E2.2
  - (b).

B4.5 Historical Gross Sales Food and Non-alcoholic Beverage:

(a)

Golf Course Year	Kildonan GC	Windsor GC	Crescent Drive	Harbour View RC
2004	\$ 79,281.00	\$ 57,665.00	\$ 21,042.00	\$ 68,147.00
2005	\$ 68,181.00	\$ 49,591.00	\$ 18,096.00	\$ 58,606.00
2006	\$ 79,573.00	\$ 70,400.00	\$ 26,400.00	\$ 45,000.00
2007	\$ 72,411.00	\$ 63,360.00	\$ 23,760.00	\$ 40,500.00
<b>TOTAL AVERAGE</b>	<b>\$ 74,862.00</b>	<b>\$ 60,254.00</b>	<b>\$ 22,325.00</b>	<b>\$ 53,063.00</b>

B4.6 Historical Gross Alcohol Sales:

(a)

Golf Course Year	Kildonan GC	Windsor GC	Crescent Drive	Harbour View RC
2004	\$ 85,410.00	\$ 77,764.00	\$ 11,302.00	\$ 7,288.00
2005	\$ 73,452.00	\$ 66,877.00	\$ 9,719.00	\$ 6,267.00
2006	\$ 37,685.00	\$ 44,627.00	\$ 8,925.00	\$ 7,933.00
2007	\$ 39,375.00	\$ 44,403.00	\$ 7,005.00	\$ 7,894.00
<b>TOTAL AVERAGE</b>	<b>\$ 58,981.00</b>	<b>\$ 58,418.00</b>	<b>\$ 9,238.00</b>	<b>\$ 7,436.00</b>

B4.7 Rounds  
played:

(a)

Golf Course Year	Kildonan GC	Windsor GC	Crescent Drive	Harbour View RC
2004	37,378	33,621	26,622	24,419
2005	34,875	26,150	19,910	26,454
2006	38,021	32,018	28,585	26,749
2007	34,718	30,522	23,936	21,221
<b>TOTAL AVERAGE</b>	<b>36,248</b>	<b>30,578</b>	<b>24,763</b>	<b>24,710</b>

B4.8 The above historical data is intended for information purposes only. It does not necessarily represent past potential of the operation nor is it necessarily a predictor of future sales or rounds played.

B4.9 The gross sales for the above years are 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 the 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 effect 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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B5.3 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.
- B5.4 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.
- B5.5 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.
- B5.6 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.

## **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 regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 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 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.

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 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 B21.

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 shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
- (c) Staffing Plan;
- (d) Menu and Pricing;
- (e) Marketing Plan.

B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

B9.3 All components of the Proposal 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 Proposal.

B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.

- B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B9.6 The Proposal shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.6.1 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.
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals 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 10 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 should 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 and the Contract, when awarded, shall be both joint and several.

## **B11. PAYMENT TO THE CITY**

B11.1 The Bidder shall state a Percentage of Gross Sales for each item of the Work in Alternative 1, and/or each item of the Work that the Bidder intends to bid on in Alternative 2, identified on Form B: Payment to the City.

B11.1.1 Further to B11.1, the Bidder shall state their Minimum Guaranteed Annual Payment (MGAP). The MGAP shall be payable to the City in the event that the gross sales multiplied by the percentage offered for Item 1 thru 4 does not exceed the MGAP;

B11.1.2 Notwithstanding C11.1.1, Percentages on Form B: Payment to the City shall not include the Goods and Services Tax (GST).

B11.2 The Total Average of Historical Gross Sales listed on Form B: Payment to the City are to be considered approximate only. The City will use said Total Average of Historical Gross Sales for the purpose of comparing Bids.

## **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; 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.

B12.2 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>.

B12.3 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).

B12.4 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.

B12.5 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.

### **B13. STAFFING PLAN**

- B13.1 The Bidders shall submit a proposed Staffing Plan, providing the following information:
- (a) The minimum quantity of employees for each facility that the Bidder proposes to employ on the Work; and
  - (b) Additional employees for each facility that the Bidder proposes to employ on the Work at peak operating times;
  - (c) The employee's work position, the number of employees carrying out the Work, and the shift start and end time.
- B13.2 The Staffing Plan will be used at Contract commencement.

### **B14. MENU AND PRICING**

- B14.1 It is expected that Bidders shall submit proposed menu selections and Retail Pricing for each golf course to be offered and how these will meet the needs of the City of Winnipeg Golf Course Food and Beverage service.
- B14.1.1 The Menu and Retail Prices is designed to represent a minimum daily offering from the Contractor as well as to provide a basis to evaluate the bid.

### **B15. MARKETING PLAN**

- B15.1 The Bidder shall clearly demonstrate in their proposal what their innovative approach to marketing the City of Winnipeg Golf Course food and beverage services will be.
- B15.1.1 Proposed target market(s) with an analysis of the industry, competition, sales forecast and competitive niche:
- (a) Plans to bring more people to the golf course; and
  - (b) Catering service for events.

### **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B16.1 Proposals will not be opened publicly.
- B16.2 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>.
- B16.3 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 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.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

### **B17. IRREVOCABLE OFFER**

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Proposal.
- B17.2 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 9 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

- B18.1 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.
- B18.1.1 Notwithstanding C22.5, 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.
- B18.1.2 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 10 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 10 of Form A: Proposal; and
  - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

## **B19. INTERVIEWS**

- B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B20. NEGOTIATIONS**

- B20.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B20.2 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; the City will not necessarily pursue negotiations with any Bidder.
- B20.3 If, in the course of negotiations pursuant to B20.2 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.

## **B21. EVALUATION OF PROPOSALS**

- B21.1 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:
    - (i) mandatory requirements (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
    - (i) mandatory qualifications (pass/fail);
    - (ii) experience of the Bidder and the Subcontractors in similar work or capabilities to do the work 15%;
  - (c) Staff Plan 10%;
  - (d) Menu Items and Pricing 5%;

- (e) Marketing Plan 10%;
  - (f) Payment to the City: 60%.
    - (i) Proposed percentage offered for Food and Beverage Services (20 points);
    - (ii) Proposed Minimum Guaranteed Annual Payment (40 points);
  - (g) economic analysis of any approved alternative pursuant to B8.
- B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 or minor informalities or irregularities if the interests of the City so require.
- B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B21.4 Further to B21.1(c), the Staff Plan shall be evaluated by the number of staff hours shown on their Staffing Plan, during the requested hours of service.
- B21.4.1 The staffing plan demonstrating the most realistic variation in staff compliment to meet the demand shall be evaluated and awarded the maximum 10 percent and all other Bidders shall be pro-rated accordingly.
- B21.5 Further to B21.1(d), the Menu Items and Pricing shall be evaluated based on menus and prices offered, and will be used to evaluate the bid.
- B21.5.1 The variety of menu items and prices that best suit the clientele of the municipal golf courses shall be evaluated and awarded the maximum 5 percent and all other Bidders shall be pro-rated accordingly.
- B21.6 Further to B21.1(e), the Marketing Plan will be evaluated based on:
- B21.6.1 Conceptual Criteria – (4%)
- (a) Is the marketing plan thorough and viable?
  - (b) Does the Bidder demonstrate understanding of market niche?
  - (c) Does the Bidder have a clear operating plan for staffing, quality customer service, care, cleaning and maintenance of premises and equipment?
  - (d) Does the Bidder have the experience and expertise to implement a successful operation?
- B21.6.2 Financial Considerations/Business Plan – (3%)
- (a) How viable is the Bidder's proposal?
  - (b) Are sales forecasts based upon a clear concept, an understanding of the local food industry and determination of a competitive niche for the golf courses?
- B21.6.3 Food Concept/Menu – (3%)
- (a) Does the concept/menu maximize the food service opportunity at the golf courses?
    - A) Creative menu suggestions and retail pricing of items to be offered?
    - B) Catering service for events and bookings?
- B21.7 Further to B21.1(f), the Payment to the City shall be the Historical Gross Sales multiplied by the proposed percentage for each Section and each Item shown on Form B: Payment to the City.
- B21.8 Further to B21.1(f), the Payment to the City shall be evaluated with a weighting of 60 points.
- B21.8.1 The Bidder that provides the highest theoretical return based on historical values will be awarded full twenty (20) points. Other Bidders will be awarded points proportionately. If a

Bidder omits one or more percentage value(s) a score of "0" will be assessed for the Section(s) omitted.

B21.8.2 The Bidder that provides the highest total Minimum Guaranteed Annual Payment (MGAP) will be awarded full forty (40) points. Other Bidders will be awarded points proportionately. If a Bidder omits one or more MGAP value(s) a score of "0" will be assessed for the Section(s) omitted.

B21.9 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B21.9.1 Notwithstanding B11.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B21.9.2 Notwithstanding B22.2.1, the City shall not be obligated to award any section to the responsible Bidder submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

## **B22. AWARD OF CONTRACT**

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 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 Proposals are determined to be responsive.

B22.2.1 Without limiting the generality of B22.2, 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.

B22.3 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.

B22.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

B22.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B22.5 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>.
- C0.1.2 A reference in the Request for Proposal 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 the provision of food and beverage services for four (4) City operated golf courses for the period of date of April 7, 2008 to March 31, 2009.

D2.2 At the sole option of the City, the Contract may be extended for up to ten (10) consecutive one (1) year terms with each option term being considered independently. Terms and conditions of the option terms will be as contained herein or as mutually agreed upon between the parties. Failing mutual agreement on terms and conditions the terms and conditions of the principal agreement shall prevail. Notice of optional renewal will be provided to the Contractor not less than one hundred and twenty (120) Calendar Days prior to expiration of the Contract terms. The Contractor shall respond back to the Contract Administrator in writing within ten (10) Calendar Days of receiving notice, of their intention.

D2.3 The major components of the Work are as follows:

- (a) Operate four clubhouse food and beverage concessions at:
  - (i) Crescent Drive Golf Course, 781 Crescent Drive;
  - (ii) Windsor Park Golf Course; 10 Des Meurons Street;
  - (iii) Kildonan Park Golf Course, 2021 Main Street;
  - (iv) Harbour View Golf and Recreation Complex, 1867 Springfield Road.
- (b) Operate a mobile concession cart at the Kildonan Park and Windsor Park Golf Courses respectively; and
- (c) Operate one on-course concession stand at Kildonan Park Golf Course.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.5 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.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**may**" means an allowable action or feature which will not be evaluated;
- (b) "**must**" or "**shall**" means a mandatory requirement which will be evaluated on a pass/fail basis;
- (c) "**should**" means a desirable action or feature which will be evaluated on a relative scale;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Mike Sterdan  
Chief Operating Officer  
Winnipeg Golf Services  
2<sup>nd</sup> Floor, 65 Garry Street  
Winnipeg MB R3C 4K4

Telephone No. (204) 986-3999

Facsimile No. (204) 986-6852

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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

#### **D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 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.

D6.2 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.

D6.3 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**

#### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 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.



## **D8. INSURANCE**

D8.1 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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, 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), to remain in place at all times during the performance of the Work.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D8.4 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.

D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **D9. PERFORMANCE SECURITY**

D9.1 The Contractor shall provide and maintain performance security until the expiration of the Contract in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.

D9.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

## **D10. SECURITY CLEARANCE**

D10.1 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.

D10.2 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 Request for Proposal 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:  
[http://www.winnipeg.ca/police/BPR/forms/P-249\\_ConsentCrimRecordCheck.pdf](http://www.winnipeg.ca/police/BPR/forms/P-249_ConsentCrimRecordCheck.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)

D10.2.1 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.

D10.3 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.

- (a) Replacement individuals shall submit the security clearances no later than fourteen (14) Calendar Days from commencement of Work.

D10.4 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.

D10.5 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.

D10.6 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**

### **D11. COMMENCEMENT**

D11.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11.2 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 D7;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) evidence of the insurance specified in D8; and
  - (iv) the performance security specified in D9; and
  - (v) the security clearances specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11.2.1 Further to D11.2(a)(v), subject to all other requirements being met, the Contractor may commence Work prior to submitting the security clearances but no later than fourteen (14) Calendar Days from commencement of Work.

D11.3 The Contractor shall commence the Work on the Site on April 10, 2008 or shall commence at a later date, determined and provided by written notice from the Contract Administrator.

#### **D12. ORDERS**

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

#### **D13. RECORDS**

D13.1 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 or his/her designate showing all income derived from the concession operations.

D13.2 The Contractor must provide audited financial statements at the request of and in a form satisfactory to the Contract Administrator within sixty (60) Calendar Days from the conclusion of each contact year that being March 31<sup>st</sup>.

D13.3 The Contractor shall permit the Contract Administrator free access at any and all times to inspect, examine, copy or audit the said books of account or shall furnish such supporting data and other data and other information relating thereto as the Contract Administrator or his/her designate may require.

### **MEASUREMENT AND PAYMENT**

#### **D14. PAYMENT**

D14.1 Further to C11, the Contractor shall submit one (1) monthly payment in Canadian funds to the Contract Administrator as indicated in D4.1.

D14.2 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 (1. Alcoholic Beverages; 2. Food and Non-Alcoholic Beverages) by facility;
- (d) The amount payable to the City of Winnipeg based on the gross amount percentage payable;
- (e) The amount payable with GST shown as separate amounts by facility;
- (f) The Contractors GST registration number.

#### **D15. PAYMENT SCHEDULE**

D15.1 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 (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 D15.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

## **WARRANTY**

### **D16. WARRANTY**

D16.1 Notwithstanding C12, the warranty period shall be one (1) month from the date of Total Performance.

**FORM H1: PERFORMANCE BOND**  
(See D9)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

RFP NO. 912-2007

**PROVISION OF FOOD AND BEVERAGE SERVICES FOR CITY OF WINNIPEG OPERATED GOLF COURSES**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D9)

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 912-2007

PROVISION OF FOOD AND BEVERAGE SERVICES FOR CITY OF WINNIPEG OPERATED  
GOLF COURSES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding  
in the aggregate

\_\_\_\_\_ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)



## PART E - SPECIFICATIONS

### GENERAL

#### E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents

E1.3 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

#### E2. LOCATION AND SCHEDULE OF WORK

E2.1 The Contractor shall operate the four (4) clubhouse food and beverage concessions, 2 mobile concession carts, and one on-course concession stand in accordance with the requirements herein specified.

E2.2 Hours of Operation:

- (a) Clubhouse – Kildonan Park, Windsor Park and Crescent Drive Golf Courses.
  - (i) Operating season is: every day of the golf season that the clubhouse is open to the public approximately April 15 to approximately October 31 in each year ; and
  - (ii) Minimum hours of operation: daily ½ hour before sunrise to ½ hour after sunset.
- (b) Clubhouse – Harbour View Recreation Complex,
  - (i) Harbour View is a year round facility, April through October the hours of operation are 1/2 hour before sunrise to ½ hour after sunset.
  - (ii) During the non-golf season, approximately November to March, a basic level food and beverage service (at minimum a variety of snack foods and hot and cold beverages) must be provided either by employees of the Contractor or by mechanical means to the satisfaction of the Contract Administrator;
  - (iii) In addition to the restaurant operation, banquets are booked on a regular basis year round. Notwithstanding any of the foregoing all banquet and special events are to be serviced by the Contractor's employees whether within or outside of normal operating hours.

E2.3 Mobile Concession Carts

- (a) Kildonan Park and Windsor Park Courses mobile concession carts are provided by the City.
- (b) Mobile Concession carts operate daily from May 1st, to September 15<sup>th</sup> and on weekends until the end of September. Hours of operation are 11:00 am until one (1) hour before sunset.
- (c) The Contractor is responsible for all costs associated with the operation of the mobile concession cart (including but not limited to staffing, fuel and damage repair) with the exception of regular scheduled maintenance.

E2.4 On-course Concession Stand

- (a) Kildonan Park Golf Course 10<sup>th</sup> hole concession:
  - (i) Operating Season is as soon as practical after season opening until October 15; Daily minimum operating hours are from two (2) hours after sunrise to one (1) hour before Sunset.

E2.5 The Contract Administrator has the authority to change the hours of service of Clubhouse, Mobile Carts and/or on course concession through written notification to the Contractor.

### **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;
- (b) Allow other food and/or beverage service providers to dispense and/or serve for special events upon written notification by the Contract Administrator;
- (c) Post and keep posted in a conspicuous place at times, a complete list of all foods, beverages and other merchandise offered for sale together with the prices of same;
- (d) Pay all taxes including, but not limited to, Federal and Provincial Sales Taxes, Provincial Payroll Tax, Municipal Business Tax and all other taxes arising from the Successful Bidder's operation of the food services; and
- (e) Permit the Contract Administrator free access at any and all times to inspect, examine, copy or audit the said books of account and the Successful Bidder shall furnish such supporting data and other data and other information relating thereto as the Contract Administrator or his/her designate may require.

E3.2 Facilities

- (a) Provide fully qualified personnel at each concession operation to the satisfaction of the Contract Administrator;
- (b) Provide at all times at each concession operation a sufficient number of personnel to provide proper and efficient service to the general public including counter, table and patio service at each clubhouse. The Contractor agrees to increase or decrease the number of employees at each concession upon a written request to do so from the Contract Administrator;
- (c) Ensure that all concession operations operate on a daily basis throughout the term as prescribed in E2.2. Failure to operate any concession operation in whole or in part on a daily basis without permission from the Contract Administrator shall result in a penalty of \$30.00 for each hour that the concession or any part or component thereof is not in operation. An invoice listing dates and which site(s) in whole or in part that were closed will be forwarded to the Contractor;
- (d) Provide and pay all costs associated with a telephone at each clubhouse concession facility;
- (e) Provide and pay the cost of a communication system between the clubhouse concession facility and the mobile carts and on-course concession stand;
- (f) Supply transportation for employees and supplies from the clubhouse to the on course concession stand;
- (g) Assume full responsibility for the actions of such personnel employed by the Contractor while performing services pursuant to this contract and be solely responsible for the 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;
- (h) Ensure that all concessions staff are dressed in matching uniforms and are at all times clean and neat in appearance. The Contract Administrator will advise the Contractor of any employees who do not meet the acceptable appearance standards. Appearance standards are to be agreed upon between the Contractor and the Contract Administrator, however, should mutual agreement not be reached the Contract Administrator shall have final determination of appearance standards;

- (i) Not carry on any business in, from or about the concessions other than of food services provided for and approved by the terms of this contract; and
- (j) Take precautions to prevent fire occurring in or about the concessions and observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and comply with all instructions given to the Contract Administrator or other competent Federal, Provincial and Municipal authorities with regard to their safety and fire regulations.

### E3.3 Food Preparation

- (a) Ensure that all employees engaged in the preparation, handling, servicing and storage of food meet Federal, Provincial and Municipal Health Department regulations;
- (b) Ensure that all food and beverages offered for sale at each concession shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;
- (c) Comply with the terms of the Workplace, Safety and Health Act of the Province of Manitoba and any regulations there under insofar as they are applicable to the food service operation;
- (d) Be responsible to maintain all concession areas in the provision of food services including floors, counters, patios and tables at a high level of neatness and cleanliness. The Contract Administrator is the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the facility;
- (e) Provide catering for any banquets held at the Harbour View Recreation Complex or any other concession operation as required;
- (f) Maintain at all times the kitchen and food preparation areas and all equipment, furniture, fixtures, small wares, merchandise and materials and all other items therein, weather owned by the City or the Contractor, in clean and sanitary manner. During the term of the Contract, replacement, maintenance and repair of concession equipment and furnishings owned by the Contractor shall be at the expense of the Contractor. The Contractor shall be responsible for the repair or replacement of City owned equipment resulting from misuse, abuse, or neglect;
- (g) Ensure that all cooking equipment is steam cleaned annually including fan grills and exhausts;
- (h) Leave the Concessions, equipment, fixtures and small wares in a neat and tidy condition and in a good state of repair at the expiration of the term herein except for normal wear and tear. The Contract Administrator shall be the sole judge as to what is deemed to be reasonable wear and tear; and
- (i) Purchase and pay for, at the Contractors sole cost and expense, such foods and beverages listed on the menu, as well as such foods, beverages, and confectionary items as the Contract Administrator may determine from time to time. The Contract Administrator shall approve all prices and menu items. The Contractor shall supply on an annual basis a menu and pricelist.

### E3.4 Alcoholic Beverages:

- (a) Serve and dispense at the concessions licensed by the Manitoba Liquor Control Commission (MLCC) such alcoholic beverages and at such prices as the Contract Administrator shall direct;
- (b) Ensure that all employees engaged in the dispensing of any alcoholic beverages take the necessary courses as prescribed by Manitoba Liquor Control Commission. All fees and charges associated with any MLCC course work is the responsibility on Contractor;
- (c) Procure and maintain at it's sole expense, such licences, permits or approvals from Manitoba Liquor Control Commission as aforesaid, Federal, Provincial, Municipal or other authorities as may be required to enable the Successful Bidder to furnish the services provided; and

- (d) Return to the City not less than 90% of profits derived from alcohol sales as directed by the MLCC.

#### E3.5 Equipment

- (a) During the term of the Contract, the Contractor shall be responsible for providing all small wares (ie: Cutlery, plates, cooking utensils, etc).
  - (i) The Contractor shall bring to the Contract Administrator's attention items from the City Inventory list that require repairing;
  - (ii) The Contractor shall replace equipment in the event the City does not repair the item from the City Inventory list.
    - A) The Contractor shall provide the Contract Administrator with the Contractor's inventory list.
    - B) At the conclusion of the Contract, the Contractor shall remove all small wares purchased by the Contractor and leave on Site all City of Winnipeg equipment shown on the Inventory list.
- (b) Not alter any fixtures or equipment supplied by the City of Winnipeg or make an installation without the express written consent of the Contract Administrator;
- (c) Not remove or permit to be removed any furniture, fixtures, equipment or other property belonging to the City of Winnipeg; and
- (d) Permit and facilitate the inspection of the concessions by the Contract Administrator or his/her designate so authorized at any time without notice.

#### E4. CITY PROVIDED SERVICES

##### E4.1 Services supplied by the City of Winnipeg:

- (a) provide heat, light, hot and cold water, power services and garbage removal from all clubhouse concession operations;
- (b) furnish, paint, equip, all concessions at such time and to such extent as the City determines necessary and to standards as advised by the prevailing health authority;
- (c) provide the fixed chattels (food preparation table, etc. that are attached to the structure of the facility, also including tables and chairs) found at each of the concessions upon commencement of the Contract;
- (d) provide after-hour janitorial service in the dining areas;
- (e) maintain all lines for water, sewer and electrical service from the stub-in point at each facility;
- (f) supply two (2) mobile concession carts;
- (g) supply portable equipment (ie: toaster, coffee pot, meat cutter, etc.) as are on Site at the time of the Site Investigation. An inventory list of portable equipment shall be supplied at the Site Investigation or by request after the date of the Site Investigation.

##### E4.2 The City shall:

- (a) maintain the right to grant non-profit organizations the privilege of supplying food and beverage services for specific fund raising special events sponsored by that non-profit organization. The same shall hold true for events sponsored in whole or in part by the City;
- (b) provide the Contractor with a list of product suppliers with whom it has sponsorship or other arrangements. The City retains the right to determine suppliers of food and beverage (alcoholic and non alcoholic) product and the right to change suppliers throughout the term of the Contract.