



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 117-2009

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, BILLY MOSIENKO ARENA, OLD EXHIBITION ARENA, ERIC COY ARENA AND FORT ROUGE LEISURE CENTRE INCLUDING SAM SOUTHERN ARENA.

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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, BILLY MOSIENKO ARENA, OLD EXHIBITION ARENA, ERIC COY 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, June 22, 2009.

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. BACKGROUND

B4.1 The following information is provided for Bidders:

(a) Concession Booth Estimated Gross Sales are:

(i) Vimy Arena	\$ 9,000.00
(ii) Bertrand Arena	\$ 9,000.00
(iii) Roland Michener Arena	\$16,000.00
(iv) Terry Sawchuk Arena	\$12,000.00
(v) Maginot Arena	\$11,000.00
(vi) River East Arena	\$13,000.00
(vii) Pioneer Arena	\$ 9,000.00
(viii) Century Arena	\$18,000.00
(ix) Billy Mosienko Arena	\$16,000.00
(x) Old Exhibition Arena	\$ 2,000.00
(xi) Eric Coy Arena	\$16,000.00
(xii) Ft. Rouge Leisure Centre including Sam Southern Arena	\$10,000.00

* Concession Booth Gross Sales estimated because actual reported revenue previously included vending machine(s) sales. Vending machine(s) are no longer a part of this Contract.

B4.2 The Estimated Gross Sales figures set out in B4.1(a) are based upon information supplied to the City of Winnipeg by the previous contractor. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor that gross sales will equal or exceed such amounts in the future. Bidders must make themselves personally acquainted with the requirements of the service to be provided pursuant to the Bid Opportunity

document and must inform themselves as to all factors which may affect the performance of the service or the level of gross sales.

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 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.
- 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 Bid Opportunity 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 Bid Opportunity 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 B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. ADDENDA

- B6.1 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.
- B6.2 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.
 - B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
 - B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.3 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.

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 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.
- B7.4 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.
- B7.5 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.
- B7.6 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.
- B7.6.1 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.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 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 B15.
- B7.9 Notwithstanding B7.2 to B7.8, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

B8. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Payment to the City.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).

- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 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 Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.7.1 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.
- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B9. BID**
- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 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.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 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.
- B9.4 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B9.5 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.

B10. PAYMENT TO THE CITY

B10.1 The Bidder shall state a Percentage of Estimated Gross Sales for each item of the Work that the Bidder intends to bid on Form B: Payment to the City.

B10.1.1 Notwithstanding C11.1.1, Percentages or Unit 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.

B10.2 The Estimated Gross Sales listed on Form B: Payment to the City are to be considered approximate only. The City will use said Estimated Gross Sales for the purpose of comparing Bids.

B11. QUALIFICATION

B11.1 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.

B11.2 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B11.3 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);

B11.4 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.

B11.5 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.

B11.6 Further to B11.3(c), the Bidder shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)

B11.7 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.

B11.8 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.

B12. OPENING OF BIDS AND RELEASE OF INFORMATION

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their bid payment (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 Division website at <http://www.winnipeg.ca/matmgt>

B12.3 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.4 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.

B13. IRREVOCABLE BID

B13.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B13.2 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.

B14. WITHDRAWAL OF BIDS

B14.1 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.

B14.1.1 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.

B14.1.2 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.

B14.1.3 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 B14.1.3(b), declare the Bid withdrawn.

B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 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.

B15. EVALUATION OF BIDS

B15.1 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, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
- (c) Payment to the City;
- (d) economic analysis of any approved alternative pursuant to B7.

B15.2 Further to B15.1(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.

B15.3 Further to B15.1(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.

B15.4 Further to B15.1(c):

- (a) the Payment to the City shall be the Estimated Gross Sales multiplied by the proposed Percentage for each item shown on Form B: Payment to the City; or
- (b) the Payment to the City shall be the Unit Price (Monthly Payment) x 6 months

B15.4.1 Notwithstanding B10.1, the Bidder may, but is not required to, bid on all items.

B15.4.2 Notwithstanding B16.3, 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, either the percentage offered or the monthly payment in rent, whichever is the highest.

B16. AWARD OF CONTRACT

B16.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B16.2 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.

B16.2.1 Without limiting the generality of B16.2, the City will have no obligation to award a Contract where:

- (a) the payments are materially less than payments 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.

- B16.3 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 in accordance with B15.
- B16.3.1 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.
- B16.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 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 Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- 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 one (1) year, commencing August 1, 2009 to July 31, 2010 at the following locations, with the option of (two) 2 mutually agreed upon (1) year extensions:

- (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) Billy Mosienko Arena at 709 Keewatin Street;
- (j) Old Exhibition Arena at 80 Sinclair Street;
- (k) Eric Coy Arena at 535 Oakdale Drive; and
- (l) Fort Rouge Leisure Centre including Sam Southern Arena at 625 Osborne Street.

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

- (a) Concession Booth(s)

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 The Contractor shall ensure goods are ordered and shall be prepared to start service by approximately September 15, 2009.

D2.6 The Contractor must submit a written request for an extension, as stated in D2.1, to the Contract Administrator not less than one hundred and twenty (120) Calendar Days prior to the expiration of the term. The Contract 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. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Glenn Maddaford
Divisional Controller
Community Services Department
Finance and Administrative Services Division
395 Main Street, 3rd Floor
Winnipeg, MB R3B 3N8

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

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 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. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

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) all inclusive, with The City of Winnipeg being added as an additional insured; with a cross-liability clause, such liability policy to also contain 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;

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

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.

CONTROL OF WORK

D9. COMMENCEMENT

D9.1 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.

D9.2 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.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9.3 The Contractor commencement date shall be August 1, 2009 or within seven (7) Calendar Days of Award of Contract, whichever is later, unless otherwise agreed with the Contract Administrator.

D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

D10.1 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).

D11. SAFETY

D11.1 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.

D11.2 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.

D11.3 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) fire hazards in or about the Work are eliminated.

D12. ENQUIRIES DURING CONTRACT

D12.1 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.

D13. RECORDS

D13.1 Further to GC9.06, the Contractor shall keep or cause to be kept at its principal office in Manitoba true and accurate books of accounts prepared in accordance with generally accepted accounting principles and satisfactory to the Contract Administrator showing all income and expenses derived from performing the Work in the Site(s) so that the Gross Sales can be readily and accurately determined therefrom.

D13.2 The Contractor shall have the right, upon reasonable notice in writing, so often as it shall deem necessary, to inspect, examine, copy or audit all books and records of the Contractor. The Contractor shall furnish such supporting data and other information regarding thereto as the Contract Administrator may require.

MEASUREMENT AND PAYMENT

D14. PAYMENTS

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 Further to D14.1, the payment must be accompanied by a statement (Table A) 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 by facility;
- (d) the amount payable with GST shown as separate amounts by facility; and
- (e) the Contractor's GST registration number.

D15. PAYMENT SCHEDULE

D15.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) the monthly fee shall be paid no later than the fifteen (15th) 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.

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 B7.

E2. SERVICES SUPPLIED BY THE CONTRACTOR

- E2.1 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) have the opportunity to request price increases to the initial selling prices of the products sold at the concession booth(s) and may vary only effective on or after August 1, 2010 as follows:
 - (i) the Contract Administrator will either approve, deny or revise the Contractor's requested price increases in writing with thirty (30) Calendar Days of receiving the written request;
 - (ii) the adjusted prices will remain in effect for a minimum of one year after approval;
 - (iii) the Contractor may reduce prices at any time during the Contract without the prior approval of the Contract Administrator;
 - (e) 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;
 - (f) 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, Billy Mosienko Arena, Old Exhibition Arena and Sam Southern Arena, produced by Coca Cola Bottling Company;
 - (g) 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;
 - (h) provide a good standard of service and value to the general public patronizing the Site(s);
 - (i) be responsible for the collection and handling of monies from the concession booth(s);
 - (j) ensure that all employees engaged in the preparation, handling service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
 - (k) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of concession booth at Site(s);

- (l) assume full responsibility for the actions of such personnel employed by the Contractor while performing Services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salaries (including withholding and paying income tax, unemployment insurance and Canada Pension) as may be required by law from time to time;
- (m) provide at all times at the Site(s) a sufficient number of employees to properly and efficiently provide the Services to the general public:
 - (i) the Contractor shall increase or decrease the number of employees upon receipt of a written request to do so from the Contract Administrator;
- (n) ensure that all food and beverages offered for sale at the Site(s) shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;
- (o) use only paper or plastic containers (i.e., no glass), or such other containers as approved by the Contract Administrator;
- (p) at all times 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;
- (q) 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;
- (r) supply, maintain and repair all equipment at the expense of the Contractor;
- (s) 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;
- (t) take precautions to prevent fire occurring in or about the Site(s) and shall observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and will comply with all instructions given by the Contract Administrator or other competent Federal, Provincial and Municipal authorities with regard to fire safety and fire regulations;
- (u) 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;
- (v) leave the Site(s) in a neat and tidy condition and shall return all furniture, fixtures, equipment, articles, or other property belonging to the City in a good state or repair at the expiration of the term of the Contract, except for normal wear and tear.

E2.2 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 of 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.

- E2.3 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.

E3. SERVICES SUPPLIED BY THE CITY

- E3.1 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 E2;
 - (b) provide space for storage as currently exists at each Site(s), such space may change from time to time as requirements meet the operational needs of the City of Winnipeg;
 - (c) provide garbage storage areas for garbage awaiting pick-up by the City of Winnipeg;
 - (d) provide garbage removal services from the designated garbage storage area;
 - (e) provide heat, light, hot and cold water, electrical services;
 - (f) provide 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.

E4. THE CONTRACT ADMINISTRATOR

- E4.1 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 alterations 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.

E5. HOURS OF OPERATION

- E5.1 The contractor shall operate the concession booth at the Site(s) during an operating season with the hours of operation consistent with the opening schedules 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.).
- E5.1.1 The hours of operations, both seasonally and daily, are subject to change as directed by the Contract Administrator;
- E5.1.2 If, on any day 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.
- E5.2 If concession booth services are required at times or for days materially different from those stated in E5.1, the Contract Administrator may request such services of the Contractor, provided such request is made at least thirty (30) Calendar Days prior to the commencement of the period for which the Contractor's services are required. The Contractor agrees to provide such services provided that the requisite notice is given.

TABLE A: CONCESSION REVENUE REPORT

**THE CITY OF WINNIPEG
 COMMUNITY SERVICES DEPARTMENT
 INDOOR ARENA CONCESSION REVENUE REPORT**

This form is to be completed and submitted at the completion of each month, together with payment:

**Operations Assistant
 Community Services Department
 3rd Floor, 395 Main Street
 Winnipeg, MB R3B 3N8**

_____ Location, Month of _____

With _____ percent return to the City of Winnipeg.

Date	Concession Booth	Vending Machines	Total
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

Date	Concession Booth	Vending Machines	Total
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total			

Gross Sales \$ _____

Amount Due to the City of Winnipeg \$ _____

Verified Correct _____