



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1380-2019

FOOD SERVICE SPACE FOR LEASE AT 510 MAIN STREET

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Bid/Proposal

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Background	1
B5. Council Directive	2
B6. Enquiries	2
B7. Confidentiality	2
B8. Addenda	2
B9. Substitutes	3
B10. Proposal Submission	4
B11. Proposal	4
B12. Proposed Rent (Section C)	5
B13. Community / Environment Benefit (Section D)	5
B14. Business Plan / Vision and Design (Section E)	6
B15. Proposed Development and Renovation of the Facility (Section F)	6
B16. Disclosure	7
B17. Conflict of Interest and Good Faith	7
B18. Qualification	8
B19. Opening of Proposals and Release of Information	9
B20. Irrevocable Offer	9
B21. Withdrawal of Offers	9
B22. Interviews	9
B23. Negotiations	9
B24. Evaluation of Proposals	9
B25. Award of Contract	10

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Safe Work Plan	2
D9. Insurance	3

Schedule of Work

D10. Commencement	3
D11. Safety	3

Measurement and Payment

D12. Payment and Payment Schedule	4
-----------------------------------	---

Warranty

D13. Warranty	4
---------------	---

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Location and Schedule of Work	1
E3. Services Supplied by the Contractor	1
E4. Services Provided by the City	3

PART F - SECURITY CLEARANCE

F1. Security Clearance	1
------------------------	---

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOOD SERVICE SPACE FOR LEASE AT 510 MAIN STREET

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 14, 2020.

B2.2 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 Proponents access to the Site at the following dates and times:

- (a) Thursday, February 20, 2020 from 2:00 p.m. to 4:00 p.m.
- (b) Thursday, March 5, 2020 from 2:00 p.m. to 4:00 p.m.

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

B3.3 The Proponent is responsible for determining:

- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
- (b) the nature of the surface and subsurface conditions at the Site;
- (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
- (d) the nature, quality or quantity of the Plant needed to perform the Work;
- (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (f) all other matters which could in any way affect his/her Proposal or the performance of the Work.

B4. BACKGROUND

B4.1 In accordance with Drawing 1, the Lease Area is located in a City-owned building at 510 Main Street commonly known as "City Hall". The building was constructed in 1962-1963 and officially opened in 1964.

B4.2 The Leased Area was previously used as a café and sitting area. The space is configured to operate as a commercial kitchen, with café style ordering and seating options for patrons.

B4.2.1 No equipment shall be provided by the City. However, a range hood is currently installed in the kitchen area. The City makes no guarantee that the range hood is in working order, and shall not be responsible for the removal or replacement of same.

B4.3 The City-owned property is currently zoned "C", Character Sector under the Downtown Winnipeg Zoning By-law.

B5. COUNCIL DIRECTIVE

B5.1 B6.1 Acceptance of Proposals may be subject to approval by City Council, or its delegated authority.

B6. ENQUIRIES

B6.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B6.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B6.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B6.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B6.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B6.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B6 unless that response or interpretation is provided by the Contract Administrator in writing.

B6.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B7. CONFIDENTIALITY

B7.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B7.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B8. ADDENDA

B8.1 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.

B8.2 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.

- B8.3 Addenda will be available on the MERX website at www.merx.com.
- B8.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B8.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B8.6 Notwithstanding B6, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B9. SUBSTITUTES

- B9.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B9.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B9.3 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.
- B9.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B9.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B9.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B9.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B9.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.

B9.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her 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 B24.

B9.9 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.

B10. PROPOSAL SUBMISSION

B10.1 The Proposal shall consist of the following components:

(a) Form A: Bid/Proposal.

B10.2 The Proposal should also consist of the following components:

- (a) Proposed Rent (Section C) in accordance with B12;
- (b) Community / Environment Benefit (Section D), in accordance with B13;
- (c) Business Plan / Vision and Design (Section E) in accordance with B14; and
- (d) Proposed Development and Construction of the Facility (Section F) in accordance with B15.

B10.3 Further to B10.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B10.4 Further to B10.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.

B10.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution

B10.6 The Proposal shall be submitted electronically through MERX at www.merx.com.

B10.6.1 Proposals will **only** be accepted electronically through MERX.

B10.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).

B10.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B11. PROPOSAL

B11.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B11.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B11.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B11.2.

B11.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B11.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than his/her 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.

B11.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B11.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B12. PROPOSED RENT (SECTION C)

B12.1 Proposals should include:

- (a) **Choose one:**
 - (i) For-Profit Proponents – provide rental options based on fair market value; **or**
 - (ii) For Registered Not-for-Profit Proponents – provide proof of status along with rental options.
- (b) Proposed term with options to extend.

B13. COMMUNITY / ENVIRONMENT BENEFIT (SECTION D)

B13.1 Describe your social Community Benefit plan, including but not limited to:

- (a) How the organization intends to create and advance reconciliation and indigenous relations;
- (b) How the organization proposes to train and hire vulnerable populations, including people with disabilities and the chronically unemployed or under employed;
- (c) How the organization will provide the opportunity, or make an effort to provide community social benefits, including but not limited to: reducing homelessness, reducing child and family poverty, reducing crime, as well as promoting wellbeing and community safety.

B13.2 Describe how your organization will address environmental concerns and benefits of food items, including but not limited to:

- (a) A list of certified fair trade products to be served (i.e. coffees, sugars and teas);
- (b) Increasing access to local and sustainable food:
 - (i) Support local food procurements, plant based diets, and support urban agriculture;
 - (ii) Offering vegetating and or vegan options;

- (iii) Promoting healthy diet campaigns; and
- (iv) Enhancing local food security by sourcing food items from within or close proximity to Winnipeg where feasible.

B13.3 Describe how your organization will address environmental concerns and benefits of non-food items, including but not limited to:

- (a) A zero waste strategy or approach to the operations of their business;
- (b) Offer compostable food ware, containers and bags; and
- (c) Coffee cups, cold cups, clamshells, plates should be certified by the Biodegradable Product Institute (BPI) except napkins, stirrers, splash or cocktail sticks, tooth picks and utensils made of natural fibers.
 - (i) Napkins, stirrers, splash or cocktail sticks, toothpicks, straws, cup sleeves and utensils made of natural fiber do not have to be BPI.

B13.4 The Proponent shall adhere to the City's Policy supporting onsite composting and recycling services. Waste reduction and diversion objectives are outlined in both the Winnipeg Climate Action Plan and Corporate Waste Reduction Strategy which can be viewed at:

<https://winnipeg.ca/Sustainability/PublicEngagement/ClimateActionPlan/default.stm> and
<http://clkapps.winnipeg.ca/DMIS/ViewPdf.asp?SectionId=477520>

Describe how the organization intends to meet this objective.

B14. BUSINESS PLAN / VISION AND DESIGN (SECTION E)

B14.1 The Proposal should include a proposed menu, including breakfast, lunch, snack and daily specials, including prices for the food services to be offered. This will be used to evaluate the proposal, and will form the minimum daily offering, although changes may be allowed as approved by the Contract Administrator. Menus will be evaluated based on variety of menu items, quality of food including availability of healthy options, and affordability/value of prices.

B14.2 The Proposal should include intended hours of operation, and should reflect the needs at City Hall.

B14.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B14.4 The Proponent should include:

- (a) Business description;
- (b) Organization name served;
- (c) Primary contact name, address, and telephone number;
- (d) Reference information (two current names with telephone numbers); and
- (e) Full marketing plan for brand and space.

B15. PROPOSED DEVELOPMENT AND RENOVATION OF THE FACILITY (SECTION F)

B15.1 The Proposal should include:

- (a) The renovation period;
- (b) Equipment purchases;
- (c) Role of Contactor;
- (d) City's requirement / involvement in construction; and
- (e) Overall design and concept for the space.

B16. DISCLOSURE

B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B16.2 The Persons are:

- (a) N/A

B17. CONFLICT OF INTEREST AND GOOD FAITH

B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B17.3 In connection with its Proposal, each entity identified in B17.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. QUALIFICATION

B18.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

B18.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B18.3 The Proponent 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);
- (d) provide proof of a current Food Handler Certificate
- (e) provide proof of a valid Manitoba Health permit issued for a food service provider; and
- (f) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F - .

B18.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B18.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B19.1 Proposals will not be opened publicly.
- B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

- B22.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

- B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

- B24.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B18: (pass/fail)
- (c) Proposed Rent (Section C) 20%
- (d) Community / Environment Benefit (Section D) 20%
- (e) Business Plan / Vision and Design (Section E) 40%
- (f) Proposed Development and Construction of the Facility (Section F) 20%

B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B24.6 Further to B24.1(c), Proposed Rent will be evaluated considering the information provided regarding the rental options, in accordance with B12.

B24.7 Further to B24.1(d), Community / Environment Benefit will be evaluated considering the information provided in accordance with B13.

B24.8 Further to B24.1(e), Business Plan / Vision and Design will be evaluated considering the information provided in accordance with B14.

B24.9 Further to B24.1(f), Proposed Development and Construction of the Facility will be evaluated considering the information provided in accordance with B15.

B24.10 Notwithstanding B24.1(c) to B24.1(f), where Proponents fail to provide a response to B10.2(a) to B10.2(d), the score of zero may be assigned to the incomplete part of the response.

B24.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.

B24.12 This Contract will be awarded as a whole.

B25. AWARD OF CONTRACT

B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.

B25.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of the leasing of space at 510 Main Street with the intension of providing food services in the leased space.

D2.1.1 The duration of the Contract, including the start date, and also including any potential mutually agreed upon extensions shall be determined by the terms of the Proposal submission and in shall be approved by the City.

D2.1.2 The City may negotiate any potential extension option(s) with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.3 Changes resulting from such negotiations shall become effective on the anniversary of the start of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

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

(a) Provision of food services consisting of full course meals, short orders and snacks consisting of, at a minimum, coffee, cold drinks, hot foods for both breakfast and lunch service, and snack foods, at 510 Main Street (City Hall).

D2.2.1 The requirement of vending machine services shall **NOT** be included in the Contract.

D2.1 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) "**City Hall**" is the common reference to 510 Main Street; and

(b) "**Proponent**" means any Person or Persons submitting a Proposal for Services;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jess Kuczera
Property Administrator

Telephone No. 204-986-8389

Email Address: jkuczera@winnipeg.ca

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 C6.22, 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/her employ.
- D5.2 Before commencement of Work, the Contractor shall identify his/her 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 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D6.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D6.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

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. SAFE WORK PLAN

- D8.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D8.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D9. INSURANCE

- D9.1 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 added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability, tenant's legal liability, waiver of subrogation in favour of the City and products and completed operations cover, to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence; and
 - (c) all risks property insurance for the full replacement cost of all contents, equipment, inventory and tenant's improvements; and
 - (d) business interruption insurance including twelve (12) months indemnification.
- D9.2 Deductibles shall be borne by the Contractor.
- D9.3 All insurance, which the Contractor is required to obtain with respect to this RFP shall be with insurance companies registered in and licensed to carry on business in the Province of Manitoba.
- D9.4 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D9.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.6 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 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) the Safe Work Plan specified in D8; and
 - (iv) evidence of the insurance specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

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) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant; and
 - (f) fire hazards in or about the Work are eliminated.

MEASUREMENT AND PAYMENT

D12. PAYMENT AND PAYMENT SCHEDULE

- D12.1 Further to C11, the Contractor shall submit a monthly payment in Canadian funds to the Contract Administrator as indicated in D4.
- D12.2 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) The monthly payment, as agreed to by City, shall be paid no later than the first (1st) Calendar day of the month for each month for which the fee is payable;
 - (b) Such payment will also include GST and MRST, as applicable;
 - (c) Payments received after the date specified in D12.2 shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

WARRANTY

D13. WARRANTY

- D13.1 Notwithstanding C13, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following is applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Misc. Plan No. 137323

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 B9. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B9.

E2. LOCATION AND SCHEDULE OF WORK

E2.1 The Contractor shall operate a food and beverage service at 510 Main Street in accordance with the requirements herein specified.

E2.2 Hours of Operation

(a) Food service hours shall be a minimum of Monday through Friday, from 7:30 a.m. until 4:30 p.m.

E2.2.1 Food service hours include year round operations, and exclude statutory holidays.

E3. SERVICES SUPPLIED BY THE CONTRACTOR

Staffing

E3.1 The Contractor shall:

- (a) provide fully qualified personnel to the satisfaction of the Contract Administrator, and be fully responsible for the actions of such personnel employed by the Contractor while performing services pursuant to this Contract;
- (b) provide at all times, a sufficient number of personnel to provide proper and efficient service to the general public. The Contractor agrees to increase or decrease the number of employees upon a written request to do so from the Contract Administrator;
- (c) 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; and
- (d) ensure that all food service staff are 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.

Facility

E3.2 The Contractor shall:

- (a) ensure that the food service facility operates during the required hours outlined in E2. Failure to operate in whole or in part of the required hours without permission from the Contract Administrator shall result in a charge of \$30.00 for each hour that the food service

facility is not in operation. An invoice listing dates and times in which the facility was not in operation will be forwarded to the Contractor for payment.

- (b) be responsible for all costs as could reasonably be expected relating to, or required to be incurred in providing, operating or maintaining the food service facility. Costs may include, but not limited to:
 - (i) telephone, data connections, hardware,
- (c) obtain all permits, licences and certificates and pay associated fees required for the performance of the Work;
- (d) not allow other food and/or beverage service providers to dispense and/or serve for special events without written authorization from the Contract Administrator;
- (e) post and keep posted in a conspicuous place at times, a complete list of all foods and beverages offered, and the prices of same;
- (f) 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 Contractor's operation of the food services;
- (g) not carry on any business in, from or about the food service, other than of food services provided for and approved by the terms of this Contract;
- (h) provide for the leased space to be kept clean and free of garbage at all times;
- (i) take precautions to prevent fire occurring in or about the leased space 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; and
- (j) permit the Contract Administrator free access at any and all times to inspect, examine, copy or audit the said books of account and the Contractor shall furnish such supporting data and other data and other information relating thereto as the Contract Administrator or his/her designate may require.

Equipment

- (a) be responsible for the kitchen design and finishes including all kitchen equipment (supply and maintenance/replacement of same);
- (b) be responsible for the furnishings, decorative accents;
- (c) be responsible for all cooking utensils, dishes, cutlery, napkins and any other equipment required in the provision of the Work:
 - (i) Use of disposable, or one-time use equipment (excluding napkins) shall be kept to a minimum, for example, for take-out orders or by patron request only.

Food and 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 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 the leased space in the provision of food services including but not limited to floors, counters, tables and chairs 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) 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, whether owned by the City or the Contractor, in clean and sanitary manner;

- (f) during the term of the Contract, replacement, maintenance and repair of equipment and furnishings owned by the Contractor shall be at the expense of the Contractor;
- (g) ensure that all cooking equipment requiring steam cleaning is cleaned annually including but not limited to fan grills and exhausts;
- (h) leave the leased space, 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, 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.

E4. SERVICES PROVIDED BY THE CITY

E4.1 Services supplied by the City of Winnipeg shall be as follows:

- (a) provide heat, light, hot and cold water, power services and garbage removal from all concession operations;
- (b) maintain all lines for water, gas, sewer and electrical service to the stub-in point for the facility; and
- (c) washroom facilities and the cleaning of same.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
 - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; or
 - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
 - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- F1.3 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, 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 Police Information Check 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.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.