



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 114-2007

**OPERATION OF CONCESSION BOOTH FOR THE CITY OF WINNIPEG AT PAN AM
POOL.**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 OPERATION OF CONCESSION BOOTH FOR THE CITY OF WINNIPEG AT PAN AM POOL.

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 12, 2007.

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

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

B3. SITE INVESTIGATION

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

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

B4. BACKGROUND

B4.1 The following information is provided for Bidders:

(a) Concessions Historical Annual Gross Sales

(i) August 1, 2005 to July 31, 2006 for Pan Am Pool \$51,420.00

B4.2 The gross sales figures for the period set out in B4.1(a) are based upon information supplied to the City of Winnipeg. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor that 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. 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 Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- 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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- 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 shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.
- B7.9 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.

B8. BID SUBMISSION

- B8.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Payment to the City;
- B8.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B8.3 The Bid Submission may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.4 If the Bid Submission is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.4.1 Samples or other components of the Bid Submission 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.
- B8.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B8.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.6 Bid Submissions 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 shall be printed below such signatures.

B9.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission 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 Gross Sales for each item of the Work identified on Form B: Payment to the City.

B10.1.1 Further to B10.1, the Bidder shall state their Minimum Guaranteed Annual Payment (MGAP). The MGAP shall be payable to the City in the event that the gross sales multiplied by the percentage offered for Item 1 does not exceed the MGAP;

B10.1.2 Notwithstanding GC.9.01(1), Percentage 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 Historical Annual Gross Sales listed on Form B: Payment to the City are to be considered approximate only. The City will use said Historical Annual 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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;

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

B11.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.3 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 Bid Submissions will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total Minimum Guaranteed bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B12.4 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

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 GC.7.06(2), 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 shall:
- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
 - (b) open the Bid Submission 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 (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
 - (c) Payment to the City;
 - (i) Proposed percentage offered for Concession Booth Services 25 points;
 - (ii) Proposed Minimum Guaranteed Annual Payment 75 points;
 - (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 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 Bid, or waive technical requirements 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 Submission or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), the Payment to the City shall be the Historical Annual Gross Sales multiplied by the proposed percentage for each item shown on Form B: Payment to the City.
- B15.5 Further to B15.1(c), the Payment to the City shall be evaluated with a weighting of 100 points. The highest Bidder for each item shall receive the maximum points for that item, and all other Bidders shall be pro-rated accordingly.
- B15.6 This Contract will be awarded as a whole.

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 prices are materially less than the prices received for similar work in the past;
 - (b) only one Bid is received; or
 - (c) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- 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.
- 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 GC.3.01 and GC.3.02, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in GC.1.01(7), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of the operation of concession booth services for the City of Winnipeg for the period of April 27, 2007 to August 31, 2010, at the following Site:
- (a) Pan Am Pool at 25 Poseidon.
- D2.2 The major components of the Work are as follows:
- (a) Concession Booth.
- D2.3 The Contractor will not be responsible for Vending Machines under this Contract nor entitled to revenue of same.
- D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.5 At the sole option of the City the Contract may be extended for an additional two (2) year period. Terms and conditions of the option term will be as contained herein or as mutually agreed upon between the parties. Failing mutual agreement on terms and conditions the terms and conditions of the principal agreement shall prevail. Notice of renewal will be provided to the Contractor not less than ninety (90) Calendar Days prior to expiration of the original Contract term.

D3. DEFINITIONS

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

- (c) **"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 Administration Services Division
395 Main Street, 3rd Floor
Winnipeg, MB R3B 3N8

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

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

D5. CONTRACTOR'S SUPERVISOR

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

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the following address or facsimile number:

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

Facsimile No.: (204) 949-1174

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

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

Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

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. WORKERS COMPENSATION

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability, non-owned automobile liability and a products and completed operations 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.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a certificate 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.

D9.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the contract Administrator.

D10. SECURITY CLEARANCE

D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work.

- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) evidence of the insurance specified in D9;
 - (iv) the security clearances specified in D10; and
 - (v) a complete list of all the food, beverages and other merchandise that will be offered for sale together with the sale prices of same.
 - (b) the Contractor has attended the Site with the Contract Administrator to verify the opening inventory at the Site.
- D11.3 The Contract commencement date shall be April 27, 2007 or within seven (7) Calendar Days of Award of Contract, whichever is later, unless otherwise agreed with the Contract Administrator.

D12. ENQUIRIES DURING CONTRACT

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries by the Contract Administrator may be placed.

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 so that the Gross Sales can be readily and accurately determined therefrom.
- D13.2 The City shall have the right, upon reasonable notice in writing, so often as it shall deem necessary, to inspect, examine, copy or audit all books and records of the Contractor. The Contractor shall furnish such supporting data and other information regarding thereto as the Contract Administrator may require.
- D13.3 The Contractor must provide audited financial statements in a form satisfactory to the Contract Administrator within sixty (60) Calendar Days from the conclusion of each Contract year, no later than October 30.

MEASUREMENT AND PAYMENT

D14. PAYMENTS

- D14.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit a 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 (see Table B), clearly indicating the following:
- (a) Month of service provided;
 - (b) Name and address of facility;
 - (c) Gross sales excluding taxes for the period;
 - (d) The amount payable with GST shown as separate amounts; and
 - (e) The Contractor's GST registration number.
- D14.3 If an additional payment is required to meet the Minimum Guaranteed Annual Payment, identified as Item No. 1 on Form B: Payment to the City, the City will invoice the Contractor after August 31st of each year. Full payment will be due within thirty (30) Calendar Days of invoice from the City.
- D14.3.1 The Minimum Guaranteed Annual Payment will not apply for the period of May 1 – August 31, 2007.

D15. PAYMENT SCHEDULE

- D15.1 Further to GC.9.01 and GC.9.03, payment shall be in accordance with the following payment schedule:
- (a) The monthly fee shall be paid no later than the fifteenth (15th) Calendar Day of the month following the month for which the fee is payable.
 - (b) The Minimum Guaranteed Annual Payment duration period will be from September 1 to August 31 of each year. The payment is due no later than September 15, for each year of the Contract.
 - (c) 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. GENERAL

E1.1 These Specifications shall apply to the Work.

E2. WORK

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

E3. SERVICES SUPPLIED BY THE CONTRACTOR

E3.1 The Contractor shall:

- (a) be responsible for all costs whatever associated with, related to, or required to be incurred in providing, operating or maintaining a concession booth, including all equipment necessary for the dispensing and safe storage of food and beverage products, except as identified in the opening inventory in Table A – Inventory;
- (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 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 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 and may vary only effective on or after May 1, 2008 as follows:
 - (i) the Contract Administrator will either approve, deny or revise the Contractors' 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 the prices of same;
- (f) ensure no cooking or heating of foods or beverages be performed at the Site except as permitted by Federal, Provincial and Municipal Health requirements;
- (g) provide a good standard of service and value to the general public patronizing the Site;
- (h) be responsible for the collection and handling of monies from the concession booth;
- (i) ensure that all employees engaged in the preparation, handling service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
- (j) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of concession booth at the Site;
- (k) assume full responsibility for the actions of such personnel employed by the Contractor while performing Services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salaries (including withholding and

paying income tax, unemployment insurance and Canada Pension) as same may be required by law from time to time;

- (l) provide at all times at the Site, a sufficient number of employees to properly and efficiently provide the Services to the general public:
 - (i) the Contractor shall increase or decrease the number of employees upon receipt of a written request to do so from the Contract Administrator;
- (m) ensure that all food and beverages offered for sale at the Site shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;
- (n) use only paper or plastic containers (i.e., no glass), or such other containers as approved by the Contract Administrator;
- (o) at all times operate the concession booth at a high level of cleanliness and shall keep the concession booth and Pan Am Pool dining area neat in appearance;
- (p) at all times maintain the concession booth, including floors, walls, ceilings, equipment, furniture, fixtures, small wares, merchandise and material, and other items therein, in a clean and sanitary manner;
- (q) supply, maintain and repair all equipment and furnishing except as referred in E4.1(f);
- (r) ensure that a pest-free operation is maintained on Site and shall supply whatever pest control service the City deems necessary;
- (s) take precautions to prevent fire occurring in or about the Site and shall observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and comply with all instructions given by the Contract Administrator or other competent Federal, Provincial or Municipal authorities with regard to fire safety and fire regulations;
- (t) permit and facilitate the inspection of the concession booth and its operation, by the Contract Administrator and by other public authorities so authorized at all times; and
- (u) leave the Site in a neat and tidy condition and shall return all furniture, fixtures, equipment, articles, or other property belonging to the City in a good state or repair at the expiration of the term of the Contract, except for normal wear and tear.

E3.2 The Contractor shall not:

- (a) carry on any business in, from, or about the Site other than the Service provided for and approved by the terms of this Contract;
- (b) commit, permit or allow any waste or injury to the Site or any part thereof;
- (c) permit unlawful, hazardous, loud or otherwise disruptive activities in the concession booth area;
- (d) permit any person to carry on in any part of the Site any business or any activity which is a nuisance;
- (e) sell tobacco products or allow smoking at or in the concession booth area;
- (f) serve any alcoholic beverages or allow any to be consumed at or in the concession booth area;
- (g) use or permit to be used the Site 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, furniture, fixtures or equipment therein or make any installation without the express written consent of the Contract Administrator; and
- (i) remove or permit to be removed any furniture, fixtures, equipment, small wares, articles or other property belonging to the City.

E4. SERVICES SUPPLIED BY THE CITY

E4.1 The City of Winnipeg will:

- (a) provide the space required for the operation of the concession booth referred to herein and more particularly described in E3;
- (b) provide space for storage as currently exists at the Site, 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, and electrical services;
- (f) provide all of the fixtures and equipment included in the opening inventory and carry out any maintenance and repairs made necessary through normal wear and tear for all equipment, whether in use or not;
- (g) further to GC5.05, have unrestricted access to the Site in emergency situations;
- (h) have the right at all times to enter the Site, including City Personnel or personnel of any public utility for the purpose of repairing, maintaining, replacing or constructing any public utility; and
- (i) paint and decorate the Site at such times and to such extent as the Contract Administrator may deem necessary.

E5. THE CONTRACT ADMINISTRATOR

E5.1 The Contract Administrator:

- (a) will attend the concession booth with the Contractor prior to commencement of the Services in order to list and verify the inventory of furniture, fixtures, equipment and small wares present for the term hereof (hereinafter referred to from time to time herein as the "opening inventory") and attached as Table A – Inventory;
- (b) shall be the sole judge as to the adequacy and value of service provided by the Contractor;
- (c) shall be the sole judge as to whether there are a sufficient number of employees at the Site 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;
- (d) shall have the right, at any time during the term of the Contract, to specify the brand or brands of food, types of foods or beverages to be sold at the Site by giving written notice to the Contractor at least thirty (30) Calendar Days in advance;
- (e) may order changes or alternations to the Service at his/her sole discretion as he/she may deem advisable;
- (f) shall have the right, at any time during the term of the Contract, be the sole judge as to the adequacy and value of service and may order such changes or alterations to his/her sole discretion as he/she may determine to be advisable;
- (g) shall be the sole judge as to sufficiency of the cleanliness and neatness of appearance of the Site and of any equipment there at;
- (h) have the authority to order changes or alterations to the Services, at his/her sole discretion, as may deem advisable;
- (i) will give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event; and
- (j) will notify the Contractor in the event of cancellation of scheduled events of which due notice has been given, but the City shall not be liable to the Contractor for failure to deliver notice of such cancellation.

E6. HOURS OF OPERATION

E6.1 The Contractor shall operate the concession booth during an operating season with the hours of operation consistent with the opening schedule of the Site which is approximately as follows:

- (a) Monday to Friday (inclusive) from 8:30 a.m. until 8:30 p.m., except statutory holidays;
- (b) Saturdays, Sundays and Holidays:
 - (i) September through June, from 8:30 a.m. until 5:00 p.m.;
 - (ii) July and August, from 10:00 a.m. until 5:00 p.m.

- E6.1.1. The hours of operation, both seasonally and daily, are subject to change as directed by the Contract Administrator;
- E6.1.2. 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.
- E6.2 If concession booth services are required at times or for days materially different from those stated in E6.1, the Contract Administrator may request such services of the Contractor, provided such request is made at least thirty (30) Calendar Days prior to the commencement of the period for which the Contractor's services are required. The Contractor agrees to provide such services provided that the requisite notice is given.

TABLE A – INVENTORY

The City of Winnipeg
Pan Am Pool Concession Inventory

Item Description	Quantity
Upright Fridge/Freezer (Foster)	1
Deep Fryer (Frymaster)	1
Dish Washer (Hobart)	1
Filter & Fan Section (Vent Master)	1
True Refrigeration Deli Counter	1
Stainless Steel Counter	1
2-Shelf Fry Stainless Steel Cart	1
Oven/Stove	1
Metal Shelving in Storage Area	1
High Chairs	3
Tables in Dining Area	9
Chairs in Dining Area	32

TABLE B – CONCESSION REVENUE REPORT

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

This form is to be completed on a daily basis 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**

Pan Am Pool, Month of _____

With _____ percent return to the City of Winnipeg.

Date	Amount	Staff Initials	Date	Amount	Staff Initials	Date	Amount	Staff Initials
1			11			21		
2			12			22		
3			13			23		
4			14			24		
5			15			25		
6			16			26		
7			17			27		
8			18			28		
9			19			29		
10			20			30		
						31		

Gross Sales \$ _____

Amount Due to the City of Winnipeg \$ _____

Verified Correct _____

Contractor's GST Registration Number _____