



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 289-2007

PROVISION OF FOOD SERVICES FOR TRANSIT DEPARTMENT

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Monthly Payment to The City	3
Form N: Experience	4
Form O: Retail Prices	5
Form P: Staffing Plan	8

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Background	1
B5. Enquiries	1
B6. Addenda	2
B7. Substitutes	2
B8. Bid Submission	3
B9. Bid	4
B10. Monthly Payment to The City	5
B11. Experience	5
B12. Retail Prices	5
B13. Staffing Plan	5
B14. Proposed Menu	5
B15. Qualification	5
B16. Opening of Bids and Release of Information	6
B17. Irrevocable Bid	6
B18. Withdrawal of Bids	7
B19. Evaluation of Bids	7
B20. Award of Contract	8

PART C - GENERAL CONDITIONS

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

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	1

Submissions

D6. Authority to Carry on Business	2
D7. Insurance	2
D8. Security Clearance	2

Control of Work

D9. Commencement	3
D10. Records	4

Measurement and Payment

D11. Payments	4
D12. Payment Schedule	4

PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
E2. Work	1

E3. Hours of Operation	1
E4. Services Supplied by the Contractor	1
E5. Services Supplied by the City	3
E6. The Contract Administrator	3
Table A – Inventory	5

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF FOOD SERVICES FOR TRANSIT DEPARTMENT

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 29, 2007.

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

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

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting Mr. Brian Newton, Supervisor of Facilities Maintenance at (204) 986-5812.

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.

B3.3 The Bidder is responsible for determining:

- (a) the nature of the surface conditions at the Site;
- (b) the location, nature, quality or quantity of the materials to be removed or to be *employed* in the performance of the Work;
- (c) the nature, quality or quantity of the Plant needed to perform the Work;
- (d) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
- (e) all other matters which could in any way affect his Bid or the performance of the Work.

B4. BACKGROUND

B4.1 The following information is provided for Bidders:

- (a) Cafeteria and vending gross sales for 2006 - \$196,413.00

B4.2 The gross sales figures set out in B4.1 are based upon information supplied to the City of Winnipeg by the current contractor and are unaudited. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor will that gross sales equal or exceed such amounts in the future. Bidders must make themselves personally acquainted with the requirements of the services to be provided pursuant to the Bid Opportunity document and must inform themselves as to all factors which may affect performance of the services or the level of gross sales.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management 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 Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in

substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B7.9 No later claim by the Contractor for a reduction 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 shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Monthly Payment to The City;
 - (c) Form N: Experience;
 - (d) Form O: Retail Prices;
 - (e) Form P: Staffing Plan;
 - (f) Proposed Menu.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, may result in the Bid being determined to be non-responsive.
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:

The City of Winnipeg
Corporate Finance Department

Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.

B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178

B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.

B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

B9.1 The Bidder shall complete Form A: Bid, making all required entries.

B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
- (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
- (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.

B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Bid shall be printed below such signatures.

B9.4.2 All signatures should 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 and the Contract, when awarded, shall be both joint and several.

B10. MONTHLY PAYMENT TO THE CITY

B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Monthly Payment to The City.

B10.1.1 Notwithstanding C11.1.1, prices on Form B: Payment to The City shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

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

B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11. EXPERIENCE

B11.1 The Bidder should have successfully carried out work, similar in nature and scope to the Work. Form N: Experience should be completed and submitted by the Bidder and include at least three (3) references from recent or current engagements where the Bidder has delivered services of a similar nature and scope. Each reference shall include:

- (a) Organization name served and gross annual sales derived there from;
- (b) Organization contact name, address and telephone number;
- (c) Contract term of service.

B11.1.1 The City reserves the right to contact references without prior notification to the Bidder.

B12. RETAIL PRICES

B12.1 Menu items and the portion sizes specified in Form O: Retail Prices, will be those offered for sale by the Bidder, at a minimum (see B14), during the cafeteria's weekday hours of operation specified in E3.1. The Retail Prices are to be completed and submitted by the Bidder on Form O: Retail Prices and will be the prices the Contractor will use at Contract commencement. The retail prices disclosed on Form O: Retail Prices, shall not include GST and MRST for this purpose.

B12.2 Form O: Retail Prices should not be considered by the Bidder to be the complete menu expected under this Contract. Additional offerings within each noted category, as well as daily specials, are expected. The Bidder should include these as part of its Proposed Menu (B14).

B13. STAFFING PLAN

B13.1 Form P: Staffing Plan shall be completed and submitted by the Bidder, providing information regarding the employee's work position, the number of employees carrying out the Work, and the shift start and end time. This staffing plan will be used at Contract commencement.

B14. PROPOSED MENU

B14.1 It is expected that Bidders shall submit additional proposed menu for the cafeteria services to be offered along with the menu stated on Form O: Retail Prices, and will be used to evaluate the bid. Form O: Retail Prices is designed to represent a minimum daily offering from the Contractor as well as to provide a basis to evaluate the bid.

B15. QUALIFICATION

B15.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B15.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B15.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).

B15.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B15.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B16. OPENING OF BIDS AND RELEASE OF INFORMATION

B16.1 Bids will not be opened publicly.

B16.2 Following the Submission Deadline, the names of the Bidders and their Total Payment to The City (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>.

B16.3 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>.

B16.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B17. IRREVOCABLE BID

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

B17.2 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.

B18. WITHDRAWAL OF BIDS

B18.1 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.

B18.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 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.

B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Bid withdrawn.

B18.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B19. EVALUATION OF BIDS

B19.1 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 B15 (pass/fail);
- (c) Monthly Payment to The City 10 points;
- (d) Experience 20 points;
- (e) Retail Prices 35 points;
- (f) Staffing Plan 25 points;
- (g) Proposed Menu 10 point; and
- (h) economic analysis of any approved alternative pursuant to B7.

B19.2 Further to B19.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B19.3 Further to B19.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B19.4 Further to B19.1(c), the Total Monthly Payment to The City shall be the sum of the quantities multiplied by the Monthly Payment to The City for each item shown on Form B: Payment to The City.

- B19.4.1 The highest monthly payment to the City shall be evaluated and awarded the maximum 10 points when a minimum monthly payment to the City of Winnipeg is greater than or equal to \$1,000.00/month, and all other Bidders shall be pro-rated accordingly.
- B19.4.2 In the event that the highest monthly payment to the City is less than \$1,000/month, the City will pro-rate all bidders accordingly based on the \$1,000/month.
- B19.5 Further to B19.1(d), 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.
- B19.5.1 Experience shall be evaluated based upon nature and scope of other similar works provided and results of reference checks.
- B19.5.2 The highest total shall be evaluated and awarded the maximum 20 points, and all other Bidders shall be pro-rated accordingly.
- B19.6 Further to B19.1(e), Retail Prices shall be evaluated based upon the prices submitted on Form O: Retail Prices, based on applying the following multipliers:
- (a) Category A 20
 - (b) Category B 15
 - (c) Category C 10
 - (d) Category D 20
 - (e) Category E 30
 - (f) Category F 15
 - (g) Category G 15
 - (h) Category H 10
 - (i) Category I 10
 - (j) Category J 40
- B19.6.1 Upon summing this result, the lowest total shall be evaluated and awarded the maximum 35 points, and all other Bidders shall be pro-rated accordingly.
- B19.7 Further to B19.1(f), Staffing Plan shall be evaluated by the number of staff hours shown on Form P: Staffing Plan, during the requested hours of service.
- B19.7.1 The highest number of staff hours shall be evaluated and awarded the maximum 25 points and all other Bidders shall be pro-rated accordingly.
- B19.8 Further to B19.1(g), Proposed Menu shall be evaluated giving consideration to the following:
- (a) menu's variety;
 - (b) quality; and
 - (c) availability of health conscious alternatives.
- B19.8.1 The Proposed Menu shall be evaluated and awarded the maximum 10 points and all other Bidders shall be pro-rated accordingly.
- B19.9 This Contract will be awarded as a whole.

B20. AWARD OF CONTRACT

- B20.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B20.2 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.

- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) only one Bid is received; or
 - (b) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 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.
- B20.3.1 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.
- B20.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B20.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of food services for the City of Winnipeg Transit Department for the period of August 1, 2007 to July 31, 2012.

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

- (a) Provision of cafeteria food services a, consisting of full course meals, short orders and snacks, and vending machine services, consisting of, at a minimum, coffee, cold drinks, hot foods and snack foods, at the 421 Osborne Street facility; and
- (b) Provision of vending machine services at the 1520 Main Street facility, consisting of, at a minimum, coffee, cold drinks, hot foods and snack foods.

D2.3 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 Bid Opportunity:

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

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Paul Olafson
Manager of Finance and Administration
Transit Department
421 Osborne Street
Winnipeg MB R3L 2A2

Telephone No. (204) 986-5777

Facsimile No. (204) 986-6863

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

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

- D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work.
- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D8. SECURITY CLEARANCE

- D8.1 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.
- D8.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Employment – Sensitive Position of Trust; and Other by inputting the Bid Opportunity Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc

- (b) Form P-249 (Form 1 – Consent) can be found on the website at:
www.winnipeg.ca/police/PDFs/BPR/consent_form1.pdf
- (c) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
- (d) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm

- D8.2.1 The original Criminal Record Search Certificate (Form P–253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P–253) to the Contract Administrator.
- D8.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D8.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D8.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D8.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D7; and
 - (iv) the security clearances specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D9.3 The Contractor shall not commence the Work on the Site before August 1, 2007, unless otherwise agreed with the Contract Administrator.
- D9.4 As the Contractor may have limited access to the facilities prior to August 1, 2007, the Contractor will be given a grace period of ten (10) Business Days to establish their operation. The Contractor will then be expected to comply fully with the requirements outlined within the Contract.

D10. RECORDS

- D10.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D10.2 The Contractor shall supply the Contract Administrator, within 120 days of the end of the year, with annual gross revenues derived under this Contract.
- D10.3 The Contractor shall record, as a minimum, for each item listed on Form B: Payment to The City:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D10.4 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D11. PAYMENTS

- D11.1 Further to C11, the Contractor shall submit a monthly payment in Canadian funds to the Contract Administrator as indicated in D12.1.

D12. PAYMENT SCHEDULE

- D12.1 Further to C11, payment shall be in accordance with the following payment schedule:
- (a) The monthly payment, as stated in Form B: Monthly Payment to The City, shall be paid no later than the fifteenth (15th) Calendar Day of the month following the 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 D12.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7, prior to the Bid Submission.

E2. WORK

- E2.1 The Contractor shall operate a cafeteria and provide and maintain vending machines, at the Sites, as indicated in D2.2 and in accordance with the requirements hereinafter specified.

E3. HOURS OF OPERATION

- E3.1 The Contractor shall serve full course meals in the cafeteria at 421 Osborne Street, at a minimum between 05:00 and 18:00 hours, Monday through Friday, and between 05:00 and 12:00 hours Saturday, excluding holidays.
- E3.1.1 The hours of operation are subject to change as directed by the Contract Administrator.
- E3.2 If cafeteria services are required at times or for days materially different from those provided in E3.1, 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 and the request is not unreasonable.
- E3.3 At all times, the vending machines at the Sites shall be adequately stocked with food and beverages.

E4. SERVICES SUPPLIED BY THE CONTRACTOR

- E4.1 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 cafeteria or vending machines, including all equipment necessary for the dispensing and safe storage of food and beverage products, except as identified in E5.1(f);
 - (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, ensuring the food and beverages sold in or from the Sites 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 cafeteria and vending machines at prices noted in Form O: Retail Prices and, when not specified in Form O: Retail Prices, 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 cafeteria and may vary only effective on or after January 31, 2008 as follows:
 - (i) proposed changes to selling prices shall be submitted to the Contract Administrator for review;
 - (ii) the Contract Administrator will either approve, deny or revise the Contractors' requested price changes in writing within thirty (30) Calendar Days of receiving the written request; and

- (iii) the adjusted prices will remain in effect for a minimum of six months after approval;
- (e) provide, maintain, stock and operate vending machines at the Sites referred to in D2.2;
- (f) 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;
- (g) ensure no cooking or heating of foods or beverages be performed at the Sites except as permitted by Federal, Provincial and Municipal Health requirements;
- (h) provide a good standard of service and value to the employees of the Transit Department patronizing the Sites;
- (i) be responsible for the collection and handling of monies from the cafeteria and vending machines;
- (j) ensure that all employees engaged on the preparation, handling, service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
- (k) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of the cafeteria operation;
- (l) assume full responsibility for the actions of such personnel employed by the Contractor while performing the Services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salaries (including withholding and paying statutory deductions for income tax, employment insurance and Canada Pension Plan) as same may be required by law from time to time;
- (m) provide at all times at the cafeteria, a sufficient number of employees to properly and efficiently provide the Services to the employees of the Transit Department. The Contractor shall increase or decrease the number of employees upon receipt of a written request to do so from the Contract Administrator;
- (n) ensure that all food and beverages offered for sale at the Sites are stored in proper and sanitary containers satisfactory to the Contract Administrator;
- (o) at all times operate the cafeteria's preparation and serving areas, dining tables and chairs, storerooms and garbage collection areas, at a high level of cleanliness and neat in appearance;
- (p) supply, maintain and repair all equipment and furnishings except as referred in E5.1(f);
- (q) ensure that a pest-free operation is maintained on Site and shall make supplied whatever pest control service the City deems necessary;
- (r) take precautions to prevent fire occurring in or about the Sites 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;
- (s) permit and facilitate the inspection of the cafeteria preparation, serving and storage areas and its operation by the Contract Administrator and by other public authorities so authorized at all times; and
- (t) leave the Sites in a neat and tidy condition and return all furniture, fixtures, equipment, articles, or other property belonging to the City in a good state of repair at the expiration of the term of the Contract, except for normal wear and tear.
 - (i) The Contractor shall meet with the Contract Administrator to review the inventory stated in Table A, which shall take place the day following the Contract expiration date specified in D2.1.
 - (ii) Items missing, shall be replaced by the Contractor within five (5) Calendar Days of expiration of Contract, or shall pay the dollar value of replacing those items to the Contract Administrator.

E4.2 The Contractor shall not:

- (a) carry on any business in, from, or about the Sites other than the Service provided for and approved by the terms of this Contract;
- (b) commit, permit, or allow any waste of injury to the Sites 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 Sites any business or any activity which is a nuisance;
- (e) sell tobacco products or alcoholic beverages;
- (f) use or permit to be used the Sites or any part thereof for any illegal or unlawful purpose, or in any manner which would result on the cancellation of any insurance, or in the refusal of any insurer to issue any insurance as requested;
- (g) alter, add to or in any way vary the Sites, furniture, fixtures or equipment therein or make any installation without the express written consent of the Contract Administrator; and
- (h) remove or permit to be removed any furniture, fixtures, equipment, small wares, articles or other property belonging to the City.

E5. SERVICES SUPPLIED BY THE CITY

E5.1 The City of Winnipeg will:

- (a) provide the space required for the operation of the cafeteria and vending machines referred to herein and more particularly described in E2;
- (b) provide space for storage as currently exists at the Sites, such space may change from time to time as requirements meet the operational needs on 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 areas;
- (e) provide heat, light, hot and cold water and electrical services;
- (f) provide all of the fixtures and equipment included in Table A – Inventory and carry out any maintenance and repairs made necessary through normal wear and tear for all equipment, whether in use or not;
- (g) provide janitorial and maintenance services at the Sites;
- (h) further to C5.05, have unrestricted access to the Sites in emergency situations;
- (i) have the right at all times to enter the Sites, including City personnel or personnel of any public utility for the purpose of repairing, maintaining, replacing or constructing any public utility; and
- (j) paint and decorate the Sites at such times and to such extent as the Contract Administrator may deem necessary.

E6. THE CONTRACT ADMINISTRATOR

E6.1 The Contract Administrator:

- (a) will attend the cafeteria 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 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 cafeteria site to properly and efficiently serve the employees of the Transit Department. To this end, the Contract Administrator may order the Contractor to increase or decrease the number of employees at the cafeteria site;

- (d) shall have the right, at any time during the term of the Contract, to specify the brand or brand of food, type of foods or beverages to be sold at the Sites by giving written notice to the Contractor at least thirty (30) Calendar Days in advance;
- (e) shall have the authority and may order changes or alterations 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, to be the sole judge as to the adequacy and value of service and may order such changes or alterations as he/she may deem advisable;
- (g) shall be the sole judge as to the sufficiency of the cleanliness and neatness of appearance at the Sites and of any equipment there at.

TABLE A – INVENTORY

**The City of Winnipeg
 421 Osborne Street, Cafeteria Inventory**

Item Description	Quantity
Tray rail and counter face	1
Tray and cutlery dispenser	1
Display case	1
Bussing carts	2
Coffee warmer section	1
Cup lowerator	1
Hot food table	1
Cold food table	1
Salad and sandwich preparation area	1
Equipment stand	1
Exhaust canopy	3
Garland grill	1
Garland deep fryer	2
Worktable	1
Ice cream cooler	1
Over shelf	1
Foster 6 door fridge/freezer	1
Garland range	1
Storage shelving	1
Soiled dish table	1
Hobart garburetor and overspray	1
Hobart dishwasher	1
Hobart dishwasher booster	1
Clean dish table	1
Pot rack	1
Canopy	1
Hobart meat slicer	1
Frigidaire chest freezer	2
Sanyo cash register (Serial # 74100756)	1
Hatco Rotating toaster	1
Etlund hand can opener	1
Daewoo microwave oven	1
Purity white plate 6 3/8"	approx 25
Purity white plate 7 1/4"	approx 24
Purity white plate 9"	approx 50
Pitcher	approx.5
Tumbler 12 oz Amber plastic	approx 50
Meat tenderizer	1
Weight steak	1
Kitchen Aid mixer	1

Item Description	Quantity
6" plates	approx 42
Soup bowls	approx 29
Dessert bowls	approx 10
Food tray	approx 53
Plastic cutlery tray	1
Two piece 18" aluminium roaster	1
15" Mixing bowls	4
13" Mixing bowls	3
7" Mixing bowls	2
15" Aluminium colander	1
Steel commercial strainers	2
Assorted ladles	10
Potato mashers	1
Metal shredders	2
25" X 17" Aluminium cookie sheets	3
11" Aluminium cooking pots	3
8" Aluminium cooking pots	2
9" Stainless steel cooking pot	1
Assorted small aluminium pots	8
Assorted baking sheets	2
18" X 12" Cake pans	2
10" Flinch knives	2
8" Flinch knives	2
Large fork	1
12" Ham knife	1
Small scales	1
12" Carving knives	2
15" Spatulas	4
8" Bread knife	1
Sharpening steel	1
1/3 X 6 Hotel pans	6
1/3 X 4 Hotel pans	6
1/2 X 8 Hotel pans	4
1/2 X 4 Hotel pans	5
1/2 X 1 Hotel pan	1
Hotel pans full # 1	1
Hotel pans full # 4	4
Hotel pans full # 8	3
Lids, full	4
Lids 1/2	6

TABLE A – INVENTORY continued

**The City of Winnipeg
421 Osborne Street, Cafeteria Inventory**

Item Description	Quantity
Fleur dessert plate 7 ½”	approx 24
Cambro plate rack 5 X 9	1
Timer	1
Forks	approx 30
Knives	approx 30
Teaspoons	approx 30
Saucers	approx 60
Coffee cups	approx 63

Item Description	Quantity
Lids 9 ½	4
Large roasting pans	2
Muffin tins	5
Slotted serving spoons	4
Solid serving spoons	2
Stainless mixing bowls	3
Stainless teapots	10
Napkin dispensers	4
Sugar dispensers	4