



511-2010 ADDENDUM 1

SUPPLY AND OPERATION OF FOOD AND BEVERAGE VENDING MACHINES FOR THE CITY OF WINNIPEG AT PAN AM POOL, VIMY ARENA, BERTRAND ARENA, ROLAND MICHENER ARENA, TERRY SAWCHUK ARENA, MAGINOT ARENA, RIVER EAST ARENA, PIONEER ARENA, CENTURY ARENA, ERIC COY ARENA, BILLY MOSIENKO ARENA, OLD EXHIBITION ARENA, FORT ROUGE LEISURE CENTRE INCLUDING SAM SOUTHERN ARENA AND PEGUIS TRAIL FITNESS CENTRE

ISSUED: July 14, 2010
BY: Debbie Shkolny
TELEPHONE NO. (204) 986-2249

URGENT

PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE BID OPPORTUNITY

THIS ADDENDUM SHALL BE INCORPORATED INTO THE BID OPPORTUNITY AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS

Template Version: A20070419

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART B - BIDDING PROCEDURES

Revise B2.1 to read:

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 19, 2010.

PART D – SUPPLEMENTAL CONDITIONS

Replace **D2. SCOPE OF WORK** with the following:

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the supply and operation of food and beverage vending machine(s) for the City of Winnipeg for the period from August 1, 2010 until July 31, 2011, with the option of three (3) mutually agreed upon one (1) year extensions, at the following Sites:

- (a) Pan Am Pool, 25 Poseidon Bay;
- (b) Vimy Arena, 255 Hamilton Street;
- (c) Bertrand Arena, 294 Bertrand Street;
- (d) Roland Michener Arena, 1121 Wabasha Street;
- (e) Terry Sawchuk Arena, 901 Kimberley Street;
- (f) Maginot Arena, 910 Maginot Street;
- (g) River East Arena, 1410 Rothesay Street;
- (h) Pioneer Arena, 799 Logan Avenue;
- (i) Century Arena, 1377 Clarence Avenue;
- (j) Eric Coy Arena, 535 Oakdale Drive;

- (k) Billy Mosienko Arena, 709 Keewatin Street;
 - (l) Old Exhibition Arena, 80 Sinclair Street;
 - (m) Fort Rouge Leisure Centre including Sam Southern Arena, 625 Osborne Street;
 - (n) Peguis Fitness Centre, 1400 Rothesay Street.
- D2.1.1 The City may negotiate the extension option with the Contractor within one hundred and twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on August 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.2 The major components of the Work are as follows:
- (a) Vending Machine(s)
- D2.3 The Contractor will not have any rights to concession booth food and beverage sales.
- D2.3.1 The Contractor shall not have any claim against the City in the event another contractor operates the concession booth. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.3.2 The Contractor shall arrange and carry on the Work so as not to conflict with the operations being carried on or to be carried on for the City by other contractors or by the City's employees and patrons. If the Contractor finds it difficult to work in harmony with such parties, he/she shall notify the Contract Administrator promptly.
- D2.4 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.4.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of Work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

Revise D3.1 to read:

- D3.1 The Contract Administrator is:
- Brian Honey
Allocation Technician
Community Services Department
Finance and Administration Services
395 Main Street, 3rd Floor,
Winnipeg MB R3B 3N8
Telephone No. (204) 986-7568
Facsimile No. (204) 986-8098

Replace D14.1 with the following:

D14.1 Further to C11, the Contract shall submit monthly payments in Canadian Funds to the Contract Administrator as indicated in D3.1

D14.1.1 If an additional payment is required to meet the Minimum Guaranteed Annual Payment, identified on Form B: Payment to the City, the City will invoice the Contractor after August 15, 2011.