



**THE CITY OF WINNIPEG**

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 511-2010**

**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**

## TABLE OF CONTENTS

### PART A - BID SUBMISSION

Form A: Bid	1
Form B: Payment To The City	3

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Background	1
B5. Enquiries	2
B6. Addenda	2
B7. Substitutes	3
B8. Bid Submission	4
B9. Bid	4
B10. Payment To The City	5
B11. Qualification	5
B12. Opening of Bids and Release of Information	6
B13. Irrevocable Bid	6
B14. Withdrawal of Bids	6
B15. Evaluation of Bids	7
B16. Award of Contract	7

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

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

#### Submissions

D6. Authority to Carry on Business	2
D7. Insurance	3
D8. Security Clearance	3

#### Control of Work

D9. Commencement	4
D10. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D11. Safety	4
D12. Enquiries During Contract	5
D13. Records	5

#### Measurement and Payment

D14. Payments	5
D15. Payment Schedule	5

### PART E - SPECIFICATIONS

#### General

E1. Applicable Specifications and Drawings	1
E2. Work	1
E3. Services supplied by the Contractor	1
E4. Services Supplied By The City	2
E5. The Contract Administrator	2
E6. Schedule of Work	3

Table A – Initial Selling Prices

4

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 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

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 14, 2010.
- B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.3 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the nature of the surface and subsurface conditions at the Site;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work; and
  - (f) all other matters which could in any way affect his Bid or the performance of the Work.

### **B4. BACKGROUND**

- B4.1 The following information is provided for Bidders:
- (a) Estimated Vending Machine Gross Sales based upon the actual sales from August 1, 2008 to July 31, 2009 are:
    - (i) Pan Am Pool \* \$45,561.44
    - (ii) Vimy Arena \$ 7,494.11
    - (iii) Bertrand Arena \$ 6,921.17
    - (iv) Roland Michener Arena \$ 8,006.29
    - (v) Terry Sawchuk Arena \$ 7,655.55
    - (vi) Maginot Arena \$ 6,595.49
    - (vii) River East Arena \$ 5,088.87

(viii)	Pioneer Arena *	\$ 9,117.46
(ix)	Century Arena *	\$ 10,353.30
(x)	Eric Coy Arena *	\$ 12,699.83
(xi)	Billy Mosienko Arena *	\$ 11,411.32
(xii)	Old Exhibition Arena *	\$ 4,467.37
(xiii)	Fort Rouge Leisure Centre including Sam Southern Arena *	\$ 9,791.46
(xiv)	Peguis Trail Fitness Centre	\$ 1,000.00

\* Gross Sales estimated as previous actual revenue's included concession booth sales as well.

B4.2 The historical gross sales figures for the period set out in B4.1(a) are based upon information supplied to the City of Winnipeg by the previous Contractor. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor that Gross Sales will equal or exceed such amounts in the future. Bidders must make themselves personally acquainted with the requirements of the services to be provided pursuant to the Bid Opportunity document and must inform themselves as to all factors which may affect the performance of the services or the level of revenue. Bidders agree that they shall not rely upon any information given or statement made by the City in the Bid Opportunity documents or otherwise regarding the record of past services performed or Gross Sales figures.

## **B5. ENQUIRIES**

B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.

B7.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.

B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B15.

B7.9 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.

B7.10 Notwithstanding B7.2 to B7.9, and in accordance with B8.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B15.1(a).

## **B8. BID SUBMISSION**

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
  - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B15.1(a).
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

## **B9. BID**

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

## **B10. PAYMENT TO THE CITY**

- B10.1 The Bidder shall state a Percentage of 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) in Canadian funds for each item of the Work identified on Form B: Payment to the City. The MGAP shall be payable to the City in the event that the gross sales multiplied by the percentage offered for Items 1 through 14 does not exceed the MGAP.
- B10.1.2 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 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.
- B10.3 The Gross Sales 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. QUALIFICATION**

- B11.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B11.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:



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

B11.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

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

B11.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B11.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

## **B12. OPENING OF BIDS AND RELEASE OF INFORMATION**

B12.1 Bids will not be opened publicly.

B12.2 Following the Submission Deadline, the names of the Bidders and their Total Payment to the City 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 Division website at <http://www.winnipeg.ca/matmgt>

B12.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

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

## **B13. IRREVOCABLE BID**

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

B13.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

## **B14. WITHDRAWAL OF BIDS**

B14.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B14.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

- B14.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B14.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
  - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
  - (c) if the notice has been given by any one of the persons specified in B14.1.3(b), declare the Bid withdrawn.
- B14.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B13.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B15. EVALUATION OF BIDS**

- B15.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
  - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B11 (pass/fail);
  - (c) Payment to the City:
    - (i) Proposed percentage offered for Vending Machine(s) 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 is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B15.3 Further to B15.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B15.4 Further to B15.1(c), 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 higher Bidder shall receive the maximum points for B15.1(c)(i) and B15.1(c)(ii), 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 exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Bid is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- 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 lowest evaluated responsive Bid in accordance with B15.
- B16.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B16.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B16.5 The Contract Documents, as defined in C1.1(n), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of 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 sixty (60) 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.

D2.4 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.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, ^.

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.

**D3. CONTRACT ADMINISTRATOR**

D3.1 The Contract Administrator is:

Brian Honey  
Allocation Technician Community Services Department  
Finance and Administration Services  
395 Main Street, 3<sup>rd</sup> floor,  
Winnipeg MB R3B 3N8  
  
Telephone No. (204) 7568  
Facsimile No. (204) 8098

D3.2 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.

**D4. CONTRACTOR'S SUPERVISOR**

D4.1 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.

D4.2 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.

D4.2.1 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.

**D5. NOTICES**

D5.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Financial Officer  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
  
Facsimile No.: (204) 949-1174

**SUBMISSIONS**

**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, and a contractual liability, an unlicensed motor vehicle liability, 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 thirty (30) 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 Bureau of Police Records, 4<sup>th</sup> Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; 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](http://www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc)
  - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
  - (ii) Individuals will need to sign and date Section 3 of the form.
- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at: [www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
- (c) 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](http://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 Contract commencement date shall be August 1, 2010 or within seven (7) Calendar Days of Award of Contract, whichever is later, unless otherwise agreed with the Contract Administrator.

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

D10.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

### **D11. SAFETY**

D11.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D11.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;



- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
- (e) fire hazards in or about the Work are eliminated.

#### **D12. ENQUIRIES DURING CONTRACT**

D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries may be placed; such telephone numbers must be clearly displayed on each vending machine.

#### **D13. RECORDS**

D13.1 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 Sites so that the Gross Sales can be readily and accurately determined there-from.

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

### **MEASUREMENT AND PAYMENT**

#### **D14. PAYMENTS**

D14.1 Further to C11, the Contractor shall submit monthly payments in Canadian Funds to the Contract Administrator as indicated in D3.1  
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 July 31, 2011.

D14.2 The payment must be accompanied by a statement clearly indicating the following:

- (a) Month of service provided;
- (b) Name and address of facility;
- (c) Gross sales excluding taxes for the period by facility;
- (d) The amount payable with GST shown as separate amounts;
- (e) the Contractor's GST registration number.

#### **D15. PAYMENT SCHEDULE**

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

- (a) The monthly fee shall be paid no later than the fifteenth (15<sup>th</sup>) 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 August 1, 2010 to July 31, 2011. The payment is due no later than September 30, 2011.
- (c) Payment received after the date specified in D15.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

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

#### **E2. WORK**

- E2.1 The Contractor shall supply and operate the food and beverage vending machine(s) in Sites indicated in D2.1(a) to D2.1(n) 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 vending machine(s), necessary for the dispensing and safe storage of food and beverage products;
  - (b) purchase and pay for, at the Contractor's sole cost and expense, all food and beverages required in order to perform the Work of the Contract, 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 Sites comply with the relevant and applicable Federal, Provincial and Municipal Acts and Regulations, and is of choice or fancy quality;
  - (c) operate the vending machine(s) on Sites that shall offer for sale food and beverages at prices in accordance with Table A, and such prices shall only be increased as directed by the Contract Administrator;
  - (d) for any food and beverages products not included in Table A, selling prices must be approved by the Contract Administrator;
  - (e) the Contractor may reduce prices at any time during the Contract without the prior approval of the Contract Administrator;
  - (f) Provide, maintain, stock and operate at least one vending machine at the Sites to serve cold drinks as follows:
    - (i) operate a vending machine(s) year-round throughout the Contract, except as authorized by the Contract Administrator;
    - (ii) place a vending machine(s) only at locations within the Sites specifically authorized by the Contract Administrator; and
    - (iii) may install additional machine(s) to serve hot beverages and/or snack food products, subject to availability of space and electrical service at each Site.
  - (g) Supply beverage products:
    - (i) for Vimy Arena, produced by Pepsi Bottling Group (The);
    - (ii) for Bertrand Arena, Roland Michener Arena, Terry Sawchuk Arena, Maginot Arena, River East Arena, Pioneer Arena, Century Arena, Century Arena, Eric Coy Arena, Billy Mosienko Arena and Old Exhibition Arena, produced by Coca Cola Bottling Company.
  - (h) post and keep posted in a conspicuous place at all times prices of all vending machine(s) food and beverages offered for sale;
  - (i) provide a good standard of service and value to the general public patronizing the Sites;

- (j) be responsible for the collection and handling of monies from the vending machine(s);
- (k) continue to sell, as a minimum level of products to be provided at each Site, all of the type of products as per TABLE A; and
- (l) ensure that all his/her employees working in the Sites:
  - (i) are dressed in a clean, neat and respectable manner;
  - (ii) have proper identification in the form of:
    - (i) a uniform bearing the name of the company (only);
    - (ii) a photo identification badge, must be worn at all times while on the premises;
  - (iii) behave in a courteous and polite manner to City personnel and other patrons in the facility; and
  - (iv) Refrain from using profanity.

**E3.2** The Contractor shall not:

- (a) carry on any business in, from or about the Sites other than the Services provided for and approved by the terms of the Contract;
- (b) commit, permit or allow any waste or injury to the Sites or any part thereof;
- (c) permit unlawful, hazardous, loud or otherwise disruptive activities in the Sites;
- (d) permit any person to carry on in any part of the Sites any business or any activity which is a nuisance;
- (e) use or permit to use the Sites 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;
- (f) alter, add to or in any way vary the Sites or make any installation without the express written consent of the Contract Administrator;
- (g) 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 vending machine(s) referred to herein and more particularly described in E3;
- (b) provide garbage removal services from the designated garbage storage area;
- (c) provide electrical services.

**E5. THE CONTRACT ADMINISTRATOR**

**E5.1** The Contract Administrator:

- (a) shall be the sole judge as to the adequacy and value of service provided by the Contractor;
- (b) shall have the right, at any time during the term of the Contract, to specify the brand or brands of food, types of foods and beverages to be sold in the vending machine(s) at the Sites by giving written notice to the Contractor at least thirty (30) Calendar Days in advance;
- (c) may order changes or alterations to the Service at his/her discretion as he/she may deem advisable;
- (d) 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;
- (e) shall be the sole judge as to sufficiency of the cleanliness and neatness of appearance of the Sites and of any equipment there at;

- (f) have the authority to order changes or alterations to the Service, at his/her sole discretion, as may deem advisable.

**E6. SCHEDULE OF WORK**

E6.1 The exact dates of commencement and termination of Work shall coincide with the following:

- (a) Operating schedule of each pool; and
- (b) Operating schedule and off-season special events schedule of each arena for each season.

## TABLE A – INITIAL SELLING PRICES

The following products and prices approved by the Contract Administrator show the maximum market prices that may be charged for the first year of the Contract:

Regular Chips (43 g.)	1.25
Large Chips (60 g.)	1.50
Chocolate Bars – regular size	1.75
Pastries	2.00
Can Pop (355 ml.)	1.50
Can Juice (341 ml.)	1.75
Bottle Pop (591 ml.)	2.25
Bottle Juice (473 ml.)	2.50
Sport Drinks (591 ml.)	2.75
Coffee (9 oz.)	.75
Coffee (12 oz.)	1.00
Regular Fudge Bars	1.75
Regular Ice Cream Bars	1.75
Regular Ice Cream Sandwich	1.75
Super Ice	2.00
Super Fudge Bar	2.50
Super Ice Cream Sandwich	2.75
Oreo Sandwich	3.00
Drumstick	3.00
Milk 2 GO (500 ml.)	2.50