



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1158-2018**

**PROVISION OF CAFETERIA SERVICES AT WINNIPEG TRANSIT – 421 OSBORNE  
STREET**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Monthly payment to City	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Site Investigation	1
B4. Enquiries	1
B5. Confidentiality	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Monthly Payment to the City	5
B11. Experience of Contractor and Subcontractors (Section C)	5
B12. Experience of Key Personnel & Staffing Plan (Section D)	5
B13. Proposed Menu & Pricing (Section E)	6
B14. Disclosure	6
B15. Conflict of Interest and Good Faith	6
B16. Qualification	7
B17. Opening of Proposals and Release of Information	8
B18. Irrevocable Offer	8
B19. Withdrawal of Offers	8
B20. Interviews	9
B21. Negotiations	9
B22. Evaluation of Proposals	9
B23. Award of Contract	10

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Services	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	2
D7. Notices	2

#### Submissions

D8. Authority to Carry on Business	2
D9. Safe Work Plan	2
D10. Insurance	3
D11. Subcontractor List	3
D12. Equipment List	3

#### Control of Work

D13. Commencement	4
D14. Records	4

#### Measurement and Payment

D15. Payment & Payment Schedule	4
D16. Warranty	4
Form J: Subcontractor List	5

Form K: Equipment	6
-------------------	---

**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. Responsibilities of The Contract Administrator	3
E7. Sustainable Procurement Practices	4

**PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF CAFETERIA SERVICES AT WINNIPEG TRANSIT – 421 OSBORNE STREET

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg June 28, 2019.

B2.2 Proposals 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 Contractor may make an appointment to view the Site by contacting the Contract Administrator.

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

B3.3 The Contractor is responsible for determining:

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

### **B4. ENQUIRIES**

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Contractor finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Contractor shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Contractors by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Contractor who made the enquiry.

B4.5 All correspondence or contact by Contractors with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact

to the Contract Administrator may result in the rejection of the Contractors Proposal Submission.

- B4.6 The Contractor 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.

## **B5. CONFIDENTIALITY**

- B5.1 Information provided to a Contractor by the City or acquired by a Contractor by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

- B5.2 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **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 Request for Proposal, 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.

- B6.3 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>

- B6.4 The Contractor is responsible for ensuring that he/she 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.

- B6.5 The Contractor shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B7. SUBSTITUTES**

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

- 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 Contractor 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/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.

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

B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Contractors. The Contractor requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.

B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Contractor 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 Contractor bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.

B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Monthly Payment to City;

B8.2 The Proposal should also consist of the following components:

- (a) Experience of Contractor and Subcontractors (Section C) in accordance with B11;
- (b) Experience of Key Personnel And Staffing Plan (Section D), in accordance with B12;
- (c) Proposed Menu & Pricing (Section E) in accordance with B13;

B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Contractor no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Contractor no later than the Submission Deadline, with all required entries made clearly and completely.

- B8.5 Contractors should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings if applicable and five (5) copies (copies can be in any size format) for sections identified in B8.1 and B8.2.
- B8.6 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Contractors are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.7 Contractors are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).
- B8.8 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Contractor's name and address.
- B8.9 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.10 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B8.11 Any cost or expense incurred by the Contractor that is associated with the preparation of the Proposal shall be borne solely by the Contractor.

## **B9. PROPOSAL**

- B9.1 The Contractor shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Contractor is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Contractor is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Contractor is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Contractor is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal 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: Proposal, the Contractor shall identify a contact person who is authorized to represent the Contractor for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Contractor is a sole proprietor carrying on business in his/her own name, it shall be signed by the Contractor;
  - (b) if the Contractor is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Contractor 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 Contractor is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Contractor" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Contractors in the Proposal and the Contract, when awarded, shall be both joint and several.

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

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

B10.1.1 Notwithstanding C11.1.3, the payment on Form B: Monthly Payment to 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 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. EXPERIENCE OF CONTRACTOR AND SUBCONTRACTORS (SECTION C)**

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Contractor and Subcontractors in providing cafeteria services or suitable equivalent on up to three projects of similar complexity, scope and value.

B11.2 For each project listed in B11.1(a), the Contractor should submit:

- (a) description of the project;
- (b) role of the Contractor;
- (c) Organization name served and gross annual sales derived there from;
- (d) Organization contact name, address, and telephone number;
- (e) Contract term of service;
- (f) reference information (two current names with telephone numbers per project).

B11.2.1 Where applicable, information should be separated into Contractor and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Contractor and all Subcontractors.

B11.4 The Proposal should include a description of your cafeteria management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Contractor will use in the delivery of this Project.

## **B12. EXPERIENCE OF KEY PERSONNEL & STAFFING PLAN (SECTION D)**

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include a staffing plan for the Project. Provide 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.



B12.2 Submit the experience and qualifications of the Key Personnel, including the on-site supervisor, assigned to the Project.

**B13. PROPOSED MENU & PRICING (SECTION E)**

B13.1 Proposals shall include a proposed menu, including breakfast, lunch, snack and daily specials, and prices for the cafeteria services to be offered. This will be used to evaluate the proposal, and will form the minimum daily offering, although changes may be allowed as approved by the Contract Administrator. Menus will be evaluated based on variety of menu items, quality of food including availability of healthy options, and affordability/value of prices.

**B14. DISCLOSURE**

B14.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B14.2 The Persons are:

(a) N/A

**B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 Contractors, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B15.2 Conflict of Interest means any situation or circumstance where a Contractor or Key Personnel proposed for the Work has:

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

that could or would be seen to:

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

B15.3 In connection with its Proposal, each entity identified in B15.2 shall:

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

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B15.4 Without limiting B15.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Contractor to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B15.5 Without limiting B15.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Contractor that fails to disclose a perceived, potential or actual Conflict of Interest of the Contractor or any of its Key Personnel;
  - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
  - (c) disqualify a Contractor or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B15.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Contractor if the Contractor, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B15.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

- B16.1 The Contractor 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 Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor 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.
- B16.2 The Contractor 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>
- B16.3 The Contractor 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); and
  - (d) provide proof of a current Food Handler Certificate;

- (e) provide proof of a valid Manitoba Health permit issued for the cafeteria; and
- (f) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F - SECURITY CLEARANCE.

B16.4 The Contractor 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 Contractor and of any proposed Subcontractor.

B16.5 The Contractor shall provide, on the request of the Contract Administrator, full access to any of the Contractor's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Contractor's equipment and facilities are adequate to perform the Work.

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Contractors and the Contract amount of the successful Contractor and their address(es) 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/>

B17.3 The Contractor is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B17.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Contractor as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B17.4 Following the award of Contract, a Contractor will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B18. IRREVOCABLE OFFER**

B18.1 The Proposal(s) submitted by the Contractor shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Contractors and these Contractors shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

## **B19. WITHDRAWAL OF OFFERS**

B19.1 A Contractor may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B19.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Contractor's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 If a Contractor gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;

- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Contractor's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B19.1.3(b), declare the Proposal withdrawn.

B19.2 A Contractor who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B18.2 shall be liable for such damages as are imposed upon the Contractor 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.

## **B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Contractors during the evaluation process.

## **B21. NEGOTIATIONS**

B21.1 The City reserves the right to negotiate details of the Contract with any Contractor. Contractors are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B21.2 The City may negotiate with the Contractors submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Contractors without being obligated to offer the same opportunity to any other Contractors. Negotiations may be concurrent and will involve each Contractor individually. The City shall incur no liability to any Contractor as a result of such negotiations.

B21.3 If, in the course of negotiations pursuant to B21.2, the Contractor amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Contractor from the Proposal as originally submitted.

## **B22. EVALUATION OF PROPOSALS**

B22.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Contractor with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Contractor and the Subcontractors, if any, pursuant to B16: (pass/fail)
- (c) Total Bid Price; 15%
- (d) Experience of Contractor and Subcontractor; (Section C) 20%
- (e) Experience of Key Personnel & Staffing Plan; (Section D) 25%
- (f) Proposed Menu & Pricing (Section E) 40%

B22.2 Further to B22.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B22.3 Further to B22.1(b) the Award Authority shall reject any Proposal submitted by a Contractor who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

- B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B22.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Contractor, and may include organizations representing Persons, known to have done business with the Contractor.
- B22.6 Further to B22.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Monthly Payment to City.
- B22.6.1 Further to B22.1(a), in the event that a unit price is not provided on Form B: Monthly Payment to City, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B22.7 Further to B22.1(d), Experience of Contractor and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B22.8 Further to B22.1(e), Experience of Key Personnel & Staffing Plan will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size, complexity, and staffing plan in accordance with B12.
- B22.9 Further to B22.1(f), Proposed Menu & Pricing will be evaluated based on variety of menu items, quality of food including availability of healthy options and affordability/value of prices, in accordance with B13.
- B22.10 Notwithstanding B22.1(d) to B22.1(g), where Contractors fail to provide a response to B8.2(a) to B8.2(c), the score of zero may be assigned to the incomplete part of the response.
- B22.11 This Contract will be awarded as a whole.
- B22.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 The City will have no obligation to award a Contract to a Contractor, even though one or all of the Contractors are determined to be qualified, and the Proposals are determined to be responsive.
- B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
  - (d) only one Proposal is received; or
  - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Contractor submitting the most advantageous offer.
- B23.3.1 Following the award of contract, a Contractor will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2019-01-15) 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)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

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

#### **D2. SCOPE OF SERVICES**

D2.1 The Work to be done under the Contract shall consist of food services for the City of Winnipeg Transit Department for three (3) years for the period from September 1, 2019 until August 31, 2022, with the option of two (2) mutually agreed upon two (2) year extensions.

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 September 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) Provision of cafeteria food services consisting of full course meals, short orders and snacks consisting of, at a minimum, coffee, cold drinks, hot foods for both breakfast and lunch service, and snack foods, at the 421 Osborne Street facility.

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 Request for Proposal:

- (a) "**Proponent**" means any Person or Persons submitting a Proposal for Services.

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is:

Ryan Marsh  
Assistant Controller of Transit  
Transit Department  
Telephone No. 204-986-3181  
Email Address: ryanmarsh@winnipeg.ca

D4.2 Before commencement of work, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D4.3 Proposal Submissions must be submitted to the address in B8.**

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

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

- D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
  - (b) the Contract, all deliverables produced or developed; and
  - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

## **D7. NOTICES**

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 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.

### **D9. SAFE WORK PLAN**

- D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg,



Corporate Finance, Materials Management Division website at  
<http://www.winnipeg.ca/matmgt/safety/default.stm>

## **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with the City added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, tenant's legal liability for a limit commensurate with the space occupied and products and completed operations cover, to remain in place at all times during the performance of the Work;
  - (b) A broad form property insurance policy for the full replacement cost insuring, equipment not provided in Table A – Inventory, contents, stock and tenant's improvements;
  - (c) if applicable, automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All property and liability policies written on behalf of the Contractor shall contain a waiver of subrogation right which the Contractor's insurers may have against the City and against those for whom the City is, in law, responsible, whether any such damage is caused by the act, omission or fault of the City or by those for whom the City is, in law, responsible.
- D10.4 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.
- D10.5 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 the Contract and annually thereafter during the performance of the agreement..
- D10.6 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.
- D10.7 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.

## **D11. SUBCONTRACTOR LIST**

- D11.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D12. EQUIPMENT LIST**

- D12.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D13.2 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 D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;
    - (iii) the Safe Work Plan specified in D9;
    - (iv) evidence of the insurance specified in D10;
    - (v) the Subcontractor list specified in D11; ; and
    - (vi) the equipment list specified in D12.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall not commence the Work on the Site before September 1, 2019, or at a mutually agreed upon date between Contractor and Contract Administrator.

### **D14. RECORDS**

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator, and annual financial statements within 90 days of year end.

## **MEASUREMENT AND PAYMENT**

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

- D15.1 Further to C11, the Contractor shall submit a monthly payment in Canadian funds to the Contract Administrator as indicated in D4.
- D15.2 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 (15<sup>th</sup>) 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 D15.2(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

### **D16. WARRANTY**

- D16.1 Notwithstanding C12, Warranty does not apply to this Contract.



**FORM K: EQUIPMENT**  
(See D12)

PROVISION OF CAFETERIA SERVICES AT WINNIPEG TRANSIT – 421 OSBORNE STREET

<p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>

**FORM K: EQUIPMENT**  
(See D12)

PROVISION OF CAFETERIA SERVICES AT WINNIPEG TRANSIT – 421 OSBORNE STREET

<p><b>4. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>5. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p>
<p><b>6. Category/type:</b></p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

- E1.1 These Specifications shall apply to the Work.
- E1.2 Contractors are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

#### **E2. WORK**

- E2.1 The Contractor shall operate a cafeteria 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.
- E3.2 The hours of operation are subject to change as directed by the Contract Administrator.
- E3.3 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.

#### **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, including all equipment necessary for the dispensing and safe storage of food and beverage products, consumables such as napkins, etc., 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 Site comply with the relevant and applicable Federal, Provincial, and Municipal Acts and Regulations, and is of choice or fancy quality;
  - (c) sell food and beverages from the cafeteria at prices not greater than the prevailing market 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 1<sup>st</sup> 2020 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) post and keep posted in a conspicuous place at all times a complete list of all the foods and beverages offered for sale, together with the prices of same;
- (f) ensure no cooking or heating of foods or beverages be performed at the Site except as permitted by Federal, Provincial and Municipal Health requirements;
- (g) provide a good standard of service and value to the employees of the Transit Department patronizing the Site;
- (h) be responsible for the collection and handling of monies from the cafeteria;
- (i) ensure that all employees engaged in the preparation, handling, service and storage of food meet Federal, Provincial and Municipal Health Department requirements;
- (j) provide fully qualified personnel satisfactory to the Contract Administrator to effectively supervise the operation of the cafeteria operation;
- (k) 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;
- (l) 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;
- (m) ensure that all food and beverages offered for sale at the Site are stored in proper and sanitary containers satisfactory to the Contract Administrator and/or the Provincial Health Department;
- (n) 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;
- (o) supply, maintain and repair all equipment except as referred to in E5.1(f);
- (p) ensure that a pest-free operation is maintained on Site and shall co-operate with whatever pest control service the City deems necessary;
- (q) take precautions to prevent fire occurring in or about the Site and shall observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and comply with all instructions given by the Contract Administrator or other competent Federal, Provincial or Municipal authorities with regard to fire safety and fire regulations;
- (r) 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
- (s) leave the Site 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 Site or any part thereof;

- (c) Permit unlawful, hazardous, loud, or otherwise disruptive activities in the cafeteria area;
- (d) Permit any person to carry on in any part of the any business or any activity which is a nuisance;
- (e) Sell tobacco/cannabis products or alcoholic beverages;
- (f) Use or permit to be used the or any part thereof for any illegal or unlawful purpose, or in any manner which would result in the cancelation 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 , 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 referred to herein and more particularly described in D2;
- (b) Provide space for storage and/or office use as currently exists at the , such space may change from time to time as requirements meet the operational needs of the City of Winnipeg;
- (c) Provide garbage storage areas for garbage awaiting pick-up by the City of Winnipeg;
- (d) Provide garbage removal services from the designated garbage storage areas;
- (e) Provide heat, light, hot and cold water, and electrical services;
- (f) Provide all of the fixture and equipment provided in Table A-Inventory and carry out any maintenance and repairs made necessary through normal wear and tear for this equipment, whether in use or not;
- (g) Provide janitorial and maintenance services at the Site;
- (h) Have unrestricted access to the Site in emergency situations;
- (i) Have the right at all times to enter the Site, including City personnel or personnel of any public utility for the purpose of repairing, maintaining, replacing or constructing any public utility; and
- (j) Paint and decorate the Site at such times and to such extent as the Contract Administrator may deem necessary.

## **E6. RESPONSIBILITIES OF 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 of food, type of foods or beverages to be sold at the Site by giving written notice to the Contractor at least thirty (30) 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 Site and of any equipment there at.

## **E7. SUSTAINABLE PROCUREMENT PRACTICES**

- E7.1 In support of our Corporate Waste Reduction Strategy a new waste reduction program may be introduced at 421 Osborne Street in the future. In the event that a composting program is started at 421 Osborne Street the Contractor would be required to participate.

Table A - Inventory

Equipment name	# of items	Serial #	Count
CAFERS, CATERING	6		3 units - 6 pieces
CASH REGISTER #1	1	1203140167	1
CASH REGISTER #2	1		1
DVR/2 CAMERAS/1" LCD SCREEN	1		1
FILTERS, LARGE (strainers)	2		2
INSERTS, 10 QUART DEEP	5		51
INSERTS, 14.5 QUART LONG	8		
INSERTS, 7 QUART SHORT	4		
INSERTS, ASSORTED SMALL	14		
INSERTS, LIDS	13		13
POTS, INDUSTRIAL (VARIOUS SIZES)	10		15
PROCESSOR, FOOD	1		1
SCALE, FOOD	1		1
SLICER, MEAT	1	A8246	1
TENDERIZER, MEAT	1		1
THERMOS, COFEE MEDIUM	1		1
THERMOS, COFFEE LARGE	4		4
THERMOS, COFFEE SMALL	6		2
WEIGHT, STEAK	1		2
KITCHEN AID OPENER			1
SALAD SPINNER			1
MICROWAVE			1
FOOD COOLER - SERVING			1
DOLLY			1
TOASTER			2
ICE CREAM FREEZER			1
DANBY FREEZER-SMALL			2
REFRIGERATOR			1

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.