



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 1036-2025**

**FOOD & BEVERAGE SERVICES AT KILDONAN PARK & WINDSOR PARK GOLF COURSES**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 Food & Beverage Services at Kildonan Park & Windsor Park Golf Courses

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 29, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing 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 Contract Administrator or an authorized representative will be available at the Site as follows to provide Proponents access to the Site:

- (a) Windsor Park January 14, 2026, at 9:00 a..
- (b) Kildonan Park January 14, 2026, at 11:00 a.m.

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

B3.3 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B3.4 The Proponent 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 their Proposal or the performance of the Work.

### **B4. BACKGROUND**

B4.1 Concessions at the Kildonan Park Golf Course consist of a serving counter and kitchen, outdoor patio facing the 18<sup>th</sup> green and concession stand located at the 10<sup>th</sup> hole. Approximate seating capacity for the clubhouse is 80 and outdoor patio is 80 persons.

B4.1.1 The entire facility is licenced including the golf course.

B4.1.2 The operation is seasonal from approximately April to the end of October.

B4.2 Concessions at the Windsor Park Golf Course consist of a serving counter and kitchen and an outdoor patio facing the 9<sup>th</sup> green. Approximate seating capacity for the clubhouse is 80 and outdoor patio is 40 persons.

B4.2.1 The entire facility is licenced including the golf course.

- B4.2.2 The golf operation is seasonal from approximately April to the end of October.
- B4.2.3 During the winter season, mid-November to mid-March the Cross Country Ski Association of Manitoba (CCSAM) use the clubhouse as a ski chalet for the provision of cross country ski services. CCSAM are permitted to sell pre-packaged food using the serving counter and chest freezer for food storage.

**B4.3 Past Revenues and Rounds played:**

|               | Approximate. Annual<br>Revenue (Food and Liquor) | Golf Rounds Played<br>5 Year Average |
|---------------|--|--------------------------------------|
| Kildonan Park | \$275 000 - \$400 000                            | 36,433                               |
| Windsor Park  | \$200 000 - \$300 000                            | 32,601                               |

Food and Liquor ranges include applicable taxes.

- B4.4 Bidders are informed that the City makes no representations or warranties or sufficiency of the information provided about food and beverage and liquor revenues from previous years. Further the City makes no representation or warranties as to the likelihood of similar numbers food and beverage and liquor revenues being achieved by the Contractor for future years.

**B5. ENQUIRIES**

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent 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 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 Proponents by issuing an addendum.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B5.5 All correspondence or contact by Proponents 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 Proponents Proposal Submission.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

**B6. CONFIDENTIALITY**

- B6.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B6.2 The Proponent 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.

## **B7. ADDENDA**

B7.1 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.

B7.2 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.

B7.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).

B7.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

## **B8. SUBSTITUTES**

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 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.

B8.4 The Proponent shall ensure that any and all requests for approval of a substitute:

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

function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.

- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their 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 B23.
- B8.9 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.

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
  - (b) Form B: Prices.
- B9.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent (Section C) in accordance with B12;
  - (b) Staffing Plan (Section D), in accordance with B13; and
  - (c) Menu and Pricing (Section E) in accordance with B14.
- B9.3 Further to B9.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.4 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B9.5 Proposal format, including 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. Proponents 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 proposed solution
- B9.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- B9.6.1 Proposals will **only** be accepted electronically through MERX.
- B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).

B9.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B10. PROPOSAL**

B10.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B10.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:

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

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B10.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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.

B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

**B11. PRICES**

B11.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Notwithstanding C12.2.3, prices on Form B: Prices 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.

B11.1.2 Prices stated in response to B11.1 shall not include any costs which may be incurred by the Contractor.

B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.



B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B11.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B12. EXPERIENCE OF PROPONENT (SECTION C)**

B12.1 Proposals should include sufficient detail for the City to evaluate the experience of the bidder by providing:

- (a) A short biography of their organization which should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent;
- (b) The number of contracts similar in complexity, size, scope and value;
- (c) Three (3) references for recent work similar in size, scope and value. Each reference should consist of company name, contact name, email address, phone number and a brief description of work.

**B13. STAFFING PLAN (SECTION D)**

B13.1 The Proponent should submit a proposed Staffing Plan *for each location* which should consist of:

- (a) A restaurant operating schedule for each month, which provides the number of employees each day and the start time and end time of each shift in accordance with E2.2.
- (b) An organizational chart which shows the management structure and the number of employees hired to perform the work at each location.
- (c) A beverage cart operating schedule that provides the number of employees and the start and end time for each shift in accordance with E2.3(b)

B13.2 A 10<sup>th</sup> hole concession at Kildonan Park GC operating schedule that provides the number of employees

**B14. MENU AND PRICING (SECTION E)**

B14.1 The Proponent should submit a proposed menu with selections and retail pricing for all food and non-alcoholic beverages, and liquor offered for sale at each proposed location.

B14.1.1 The menu and retail prices are designed to represent a minimum daily offering from the Proponent as well as to provide a basis to evaluate the Proposal.

**B15. DISCLOSURE**

B15.1 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.

B15.2 The Persons are:

- (a) N/A

**B16. CONFLICT OF INTEREST AND GOOD FAITH**

B16.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

- B16.2** Conflict of Interest means any situation or circumstance where a Proponent 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 Proponent'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 proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B16.3** In connection with its Proposal, each entity identified in B16.2 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 Contract Administrator; 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.
- B16.4** Without limiting B16.3, 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 Proponent 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.
- B16.5** Without limiting B16.3, 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 Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent 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 Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
  - (d) disqualify a Proponent if the Proponent, 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.

- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

**B17. QUALIFICATION**

- B17.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.

- B17.2 The Proponent 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

- B17.3 The Proponent 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have any industry related certification required to perform the Work, for example, but not limited to applicable Food Handling Certificates;
- (e) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B17.4 and D6) and
- (f) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

- B17.4 Further to B17.3(e), the Proponent acknowledges that they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

- B17.5 The Proponent 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 Proponent and of any proposed Subcontractor.

- B17.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

**B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B18.1 Proposals will not be opened publicly.

- B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

B18.3 The Proponent is advised 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).

B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent 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.

B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

## **B19. IRREVOCABLE OFFER**

B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

## **B20. WITHDRAWAL OF OFFERS**

B20.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

## **B21. INTERVIEWS**

B21.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

## **B22. NEGOTIATIONS**

B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent 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 Proponent from the Proposal as originally submitted.

## **B23. EVALUATION OF PROPOSALS**

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B17: (pass/fail)
- (c) Total Bid Price:

- |      |   |     |
|------|---|-----|
| (i)  | Payment to the City of Gross Food and Non-Alcohol Beverage Sales          | 30% |
| (ii) | Dispensing Fee Percentage Charged to the City for the Provision of Liquor | 40% |
| (d)  | Experience of Proponent; (Section C)                                      | 5%  |
| (e)  | Staffing Plan; (Section D)  | 5%  |
| (f)  | Menu and Pricing (Section E)  | 20% |
- B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further - evaluated.
- B23.5 Further to B23.1(c)(i), the Payment to the City of Gross Food and Non-Alcoholic Beverage Sales shall be evaluated with a weighting of 30 points.
- B23.5.1 The Proponent that provides the highest percentage payable on gross food and non-alcoholic beverage revenues to the City will be awarded full thirty (30) points. Other Proponents will be awarded points proportionately. If a Proponent omits providing a percentage value(s) a score of "0" will be assessed for the Section(s) omitted.
- B23.6 Further to B23.1(c)(ii) the Dispensing fee Percentage Charged to the City for the Provision of Liquor shall be evaluated with a weighting of 40 points.
- B23.6.1 The Proponent that provides the lowest dispensing fee percentage charged to the City will be awarded full forty (40) points. Other Proponents will be awarded points proportionately. If a Proponent omits providing a dispensing fee percentage a score of "0" will be assessed for the Section(s) omitted.
- B23.7 Further to B23.1(d), Experience of will be evaluated considering the information submitted in accordance with B12.
- B23.8 Further to B23.1(e), Staffing Plan will be evaluated will be evaluated considering the information submitted in accordance with B13.
- B23.9 Further to B23.1(f), Menu and Pricing will be evaluated considering the information submitted in accordance with B14.
- B23.10 Notwithstanding B23.1(d) to B23.1(f), where Proponents fail to provide a response to B9.2(a) to B9.2(c), the score of zero may be assigned to the incomplete part of the response.
- B23.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B23.12 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B23.13 This Contract will be awarded as a whole.

## **B24. AWARD OF CONTRACT**

- B24.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B24.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, 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.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B24.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B24.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B24.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B24.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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, Purchasing 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 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 seasonal provision for food and beverage services at the Kildonan Park and Windsor Park Golf Courses for the period from April 1, 2026 until March 31, 2030, with the option of one (1) mutually agreed upon two (2 ) year extension.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on April 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.2 The major components of the Work are as follows:
- (a) Operate the food and beverage concession at the Kildonan Park Golf Course, 2021 Main Street including:
    - (i) a restaurant;
    - (ii) an on course mobile beverage cart;
    - (iii) 10<sup>th</sup> hole concession stand; and
    - (iv) An outdoor patio adjacent to the clubhouse
  - (b) Operate the food and beverage concession at the Windsor Park Golf Course, 10 Des Meurons Street including:
    - (i) a restaurant;
    - (ii) an on course mobile beverage cart; and
    - (iii) An outdoor patio adjacent to the clubhouse
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 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.
- D2.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- 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. DEFINITIONS

- D3.1 When used in this Request for Proposal:



- (a) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (b) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;

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

D4.1 The Contract Administrator is:

Dave Comaskey  
Golf Operations Coordinator

Telephone No. 204- 986 3781

Email Address.: dcomaskey@winnipeg.ca

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

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.22, 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 their employ.

D5.2 Before commencement of Work, the Contractor shall identify their 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. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D6.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D6.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D6.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and

- (g) providing adequate training of staff and documentation of same.

**D7. SUPPLIER CODE OF CONDUCT**

- D7.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D7.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D7.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

**D8. UNFAIR LABOUR PRACTICES**

- D8.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D8.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D8.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D8.4 Failure to provide the evidence required under D8.3, may be determined to be an event of default in accordance with C18.
- D8.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D8.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D8.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D8.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D8.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

## SUBMISSIONS

### D9. AUTHORITY TO CARRY ON BUSINESS

- D9.1 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.

### D10. SAFE WORK PLAN

- D10.1 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.
- D10.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability clause, liquor 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 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.
  - (c) An "all risk" property insurance policy for the full replacement cost insuring contents, equipment, vending machines and leasehold improvements, if applicable, and business interruption coverage. Property policy to include a Waiver of Subrogation Rights against The City of Winnipeg.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba.
- D11.4 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 the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.5 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.
- D11.6 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.

## **D12. CONTRACT SECURITY**

- D12.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security for the initial term of the Contract, and then each subsequent extension term in the form of:
- (a) performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term; or
  - (b) labour and material payment bond of a company registered to conduct the business of a surety in Manitoba, in an amount equal to fifty percent (50%) of the Contract Price for the initial term or extension term; or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price for the initial term or extension term.
- D12.1.2 Bonds are available at:
- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
    - (i) Performance Bond – Schedule A - Form of Notice  
<https://www.winnipeg.ca/media/4831/>
    - (ii) Performance Bond – Schedule B – Surety's Acknowledgement  
<https://www.winnipeg.ca/media/4832/>
    - (iii) Performance Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4833/>
  - (b) Labour & Material Payment Bond <https://www.winnipeg.ca/media/4930/>
    - (i) L&M Bond – Schedule A – Notice of Claim  
<https://www.winnipeg.ca/media/4834/>
    - (ii) L&M Bond – Schedule B – Acknowledgement of a Notice  
<https://www.winnipeg.ca/media/4835/>
    - (iii) L&M Bond – Schedule C – Surety's Position  
<https://www.winnipeg.ca/media/4836/>
- D12.1.3 Bidders are advised that, as each Extension Term of the Contract may be subject to a different Contract Price, the Contractor shall submit adequate contract security for the initial term and then each extension term, which may be done through the cancellation and reissuance of contract security, or the revision of previously issued contract security via a rider.
- D12.1.4 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D12.1.4(b).

- D12.1.5 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D12.1.6 Digital bonds passing the verification process will be treated as original and authentic.
- D12.1.7 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.
- D12.2 The Contractor shall provide the Contract Administrator identified in D4 with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **SCHEDULE OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until they are 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 D9;
    - (ii) evidence of the workers compensation coverage specified in C6.17;
    - (iii) the Safe Work Plan specified in D10;
    - (iv) evidence of the insurance specified in D11; and
    - (v) the contract security 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 April 1, 2026.

### **D14. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS**

- D14.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D14.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D14.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D14.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D14.3. Failure to provide this notice will result in no additional time delays being considered by the City.

- D14.5 The Work schedule, including the durations identified in D14.2 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D14.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## **CONTROL OF WORK**

### **D15. JOB MEETINGS**

- D15.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D15.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

### **D16. DEFICIENCIES**

- D16.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
  - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

### **D17. ORDERS**

- D17.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **D18. RECORDS**

- D18.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D18.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
  - (b) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D18.3 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.

## **MEASUREMENT AND PAYMENT**

### **D19. PAYMENT SCHEDULE**

- D19.1 Further to C11, payment shall be in accordance with the following payment schedule:

- (a) Monthly payments to the City for concession revenues shall be due on the 15<sup>th</sup> day of the following month from April 1<sup>st</sup> until October 31<sup>st</sup>.
- (b) Payment to the City shall consist of the percentage payable on gross sales on food and non-alcoholic beverages sold, and 80% of the profit from alcoholic beverage sales less the dispensing fee percentage charged to the City on the profit from the provision of liquor.
- (c) Supporting documentation must accompany payment and shall consist of:
  - (i) A list of gross revenues by month for each location for food and non-alcoholic beverage sales and,
  - (ii) A list of the gross liquor sales and the cost of the liquor, and
  - (iii) A list of the number of alcoholic beverages sold, the type of beverage sold and the retail price of each.
- (d) Payments received after the date specified in D11.1(a), shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.
- (e) Payment should be forwarded to:

Winnipeg Golf Services  
2<sup>nd</sup> Floor – 65 Garry Street  
Winnipeg, Mb, R3C 4K4.

## **WARRANTY**

### **D20. WARRANTY**

D20.1 Warranty is as stated in C13.

## **DISPUTE RESOLUTION**

### **D21. DISPUTE RESOLUTION**

- D21.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D21.
- D21.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D21.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D21.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating

negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:

- (i) The Contract Administrator;
- (ii) Supervisory level between the Contract Administrator and applicable Department Head;
- (iii) Department Head.

- D21.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D21.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D21.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D21.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D21.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

## **ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

### **D22. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS**

- D22.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
  - (b) applies to Material; and
  - (c) affects the cost of that Material to the Contractor.
- (i) Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase



## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. 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 B8.

#### **E2. LOCATION AND SCHEDULE OF WORK**

- E2.1 The Contractor shall operate the food and beverage concession at the Kildonan Park and Windsor Park Golf Courses in accordance with the requirements herein specified.
- E2.2 Hours of Operation:**
- E2.3 Kildonan Park and Windsor Park Golf Courses are seasonal operations from approximately April to the end of October:
- (a) Restaurant hours of operation:
    - (i) From season opening to the Monday of the September long weekend, hours of operation are 6:00 am to 10:00 pm.
    - (ii) Following the Monday after the September long weekend hours of operation are 7:00 am to 9:00pm.
  - (b) On-course mobile beverage cart hours of operation:
    - (i) From season opening to the Monday of the September long weekend, the on-course mobile beverage cart shall operate on a daily basis from 10:00 am to 8:00 pm.
    - (ii) Following the Monday after the September long weekend the on-course mobile beverage cart will operate from 10:00 am to 6:00pm.
  - (c) 10<sup>th</sup> hole Concession stand hours of operation:
    - (i) From seasoning opening to the Monday of the September long weekend the 10<sup>th</sup> hole concession stand shall operate from 10:00 am to 8:00 pm.
    - (ii) Following the Monday after September long weekend the 10th hole concession stand shall operate from 10:00 am to 6:00 pm.

- E2.4 The Contractor Administrator shall determine when weather conditions are considered as unfavourable for food & beverage operations.

#### **E3. SERVICES SUPPLIED BY THE CONTRACTOR**

- E3.1 The Contractor shall:
- (a) be responsible for all costs as could reasonably be expected relating to, or required to be incurred in providing, operating or maintaining a food concession or other related food and beverage services, (on-course mobile concession carts at Kildonan Park and Windsor Park Golf Courses, and 10th hole concession at Kildonan Park G.C., etc.);
  - (b) provide an on-course mobile beverage cart that is satisfactory to the Contract Administrator. The Contractor at their option may negotiate with the City use of their beverage cart in whole or in part;
  - (c) be responsible for all maintenance and repairs to the on-course mobile beverage cart(s).
  - (d) obtain all permits, licences and certificates and pay associated fees required for the performance of the Work;

- (e) not allow other food and/or beverage service providers to dispense and/or serve for special events without written authorization from the Contract Administrator;
- (f) post and keep posted in a conspicuous place at times, a complete list of all foods, beverages and other merchandise offered for sale together with the prices of same;
- (g) pay all taxes including, but not limited to, Federal and Provincial Sales Taxes, Provincial Payroll Tax, Municipal Business Tax and all other taxes arising from the Contractor's operation of the food services; and
- (h) permit the Contract Administrator free access at any and all times to inspect, examine, copy or audit the said books of account and the Contractor shall furnish such supporting data and other data and other information relating thereto as the Contract Administrator or his/her designate may require.

## **Facilities**

### **E3.2 The Contractor shall:**

- (a) provide fully qualified personnel to the satisfaction of the Contract Administrator;
- (b) provide at all times, a sufficient number of personnel to provide proper and efficient service to the general public. The Contractor agrees to increase or decrease the number of employees at each concession upon a written request to do so from the Contract Administrator;
- (c) ensure that each concession operates on a daily basis throughout the term as prescribed in E2.3. Failure to operate in whole or in part on a daily basis without permission from the Contract Administrator shall result in a charge of \$30.00 for each hour that the concession or any part or component thereof is not in operation. An invoice listing dates and which Site(s) in whole or in part that were closed will be forwarded to the Contractor;
- (d) provide and pay all costs associated with a telephone, data connections and hardware;
- (e) assume full responsibility for the actions of such personnel employed by the Contractor while performing services pursuant to this Contract and be solely responsible for the supervision, daily direction and control, payment of salaries (including withholding and paying income tax, unemployment insurance and Canada Pension) as same may be required by law;
- (f) ensure that all concession staff are clean and neat in appearance. The Contract Administrator will advise the Contractor of any employees who do not meet the acceptable appearance standards. Appearance standards are to be agreed upon between the Contractor and the Contract Administrator, however, should mutual agreement not be reached the Contract Administrator shall have final determination of appearance standards;
- (g) not carry on any business in, from or about the concession other than of food services provided for and approved by the terms of this contract;
- (h) collect and remit all concession revenue by December 15 in accordance with D19.1;
- (i) take precautions to prevent fire occurring in or about the concession and observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and comply with all instructions given to the Contract Administrator or other competent Federal, Provincial and Municipal authorities with regard to their safety and fire regulations.

## **Food Preparation**

### **E3.3 The Contractor shall:**

- (a) ensure that all employees engaged in the preparation, handling, servicing and storage of food meet Federal, Provincial and Municipal Health Department regulations;
- (b) ensure that all food and beverages offered for sale shall be stored in proper and sanitary containers satisfactory to the Contract Administrator;

- (c) comply with the terms of the Workplace, Safety and Health Act of the Province of Manitoba and any regulations there under insofar as they are applicable to the food service operation;
- (d) be responsible to maintain all concession areas used in the provision of food services including but not limited to floors, counters, patios, tables and chairs at a high level of neatness and cleanliness. The Contract Administrator is the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the facility;
- (e) maintain, at all times, the kitchen and food preparation areas and all equipment, furniture, fixtures, small wares, merchandise and materials and all other items therein, whether owned by the City or the Contractor, in clean and sanitary manner;
- (f) during the term of the Contract, replacement, maintenance and repair of concession equipment and furnishings owned by the Contractor shall be at the expense of the Contractor;
- (g) The Contractor shall be responsible for the repair or replacement of City owned equipment resulting from misuse, abuse, or neglect. If required, an independent repair company will be hired by the Contract Administrator to determine the cause of the damage and if deemed damaged as a result of misuse, abuse or neglect by the Contractor the Contractors shall be responsible for all costs associated with the repair or replacement;
- (h) any replacement by the Contractor of equipment owned by the City, must be approved by the Contract Administrator and the replacement equipment must be of substantially the same type and quality. In the event that the Contractor replaces equipment that has been supplied by the City, at the expiration or termination of the Contract the Contractor shall transfer ownership of the replacement to the City free and clear of all encumbrances;
- (i) ensure that all cooking equipment requiring steam cleaning is cleaned annually including but not limited to fan grills and exhausts;
- (j) leave the concession, equipment, fixtures and small wares in a neat and tidy condition and in a good state of repair at the expiration of the term herein except for normal wear and tear. The Contract Administrator shall be the sole judge as to what is deemed to be reasonable wear and tear; and
- (k) purchase and pay for, at the Contractors sole cost and expense, liquor, such foods and beverages listed on the menu, as well as such foods, beverages, liquor, and confectionary items as the Contract Administrator may determine from time to time. The Contract Administrator shall approve all prices and menu items. The Contractor shall supply on an annual basis a menu and pricelist.

### **Alcoholic Beverages:**

#### **E3.4 The Contractor shall:**

- (a) return to the City not less than 80% of profit derived from alcohol sales as directed by the Liquor Gaming and Cannabis Authority of Manitoba (LGCA). Profit will be considered as the retail price charged less the cost of the alcohol;
- (b) serve and dispense at each concession licensed by the LGCA such alcoholic beverages and at such prices as the Contract Administrator shall direct;
- (c) ensure that all employees engaged in the dispensing of any alcoholic beverages take the necessary courses as prescribed by the LGCA. All fees and charges associated with any LGCA course work is the responsibility on Contractor; and
- (d) procure and maintain at its sole expense, such licences, permits or approvals from the LGA as aforesaid, Federal, Provincial, Municipal or other authorities as may be required to enable the Successful Bidder to furnish the services provided.

E3.4.1 Liquor Licences for each facility will be the responsibility and cost of the Contractor, and to be held by the City of Winnipeg.

### **Equipment**

- E3.5 During the term of the Contract, the Contractor shall be responsible for providing all small wares (ie: Cutlery, plates, glasses, cups, saucers, cooking utensils, etc), required in the provision of the Work;
- E3.6 The Contractor shall bring to the Contract Administrator's attention items from the City Inventory list that require repairing;
- E3.7 The Contractor shall provide the Contract Administrator with the Contractor's inventory list;
- E3.8 At the conclusion of the Contract, the Contractor shall remove all small wares purchased by the Contractor and leave on Site all City of Winnipeg equipment shown on the Inventory list;
- E3.9 During the term of the Contract, the Contractor shall:
- (a) not alter any fixtures or equipment supplied by the City of Winnipeg or make an installation without the express written consent of the Contract Administrator;
  - (b) not remove or permit to be removed any furniture, fixtures, equipment or other property belonging to the City of Winnipeg;
  - (c) permit and facilitate the inspection of the concessions by the Contract Administrator or his/her designate so authorized at any time without notice.

#### **E4. CITY PROVIDED SERVICES**

- E4.1 Services supplied by the City of Winnipeg shall be as follows:
- (a) provide heat, light, hot and cold water, power services and garbage removal from all concession operations;
  - (b) repair concession or equipment belonging to the City provided the repair was not the result of misuse, abuse or neglect;
  - (c) provide a facility opening and closing schedule prior to the start of each golf season for the Kildonan Park and Windsor Park Golf Courses;
  - (d) janitorial service at Kildonan Park and Windsor Park Golf Courses will be performed by Golf Services staff. Janitorial services include the vacuuming and dusting of the building, and the cleaning of public washroom facilities only.
    - (i) The Contractor shall be responsible for any clearing and cleaning of tables, cleaning of the kitchen, or any other function related to the Work of the Contract.
  - (e) furnish, paint, equip, all concessions at such time and to such extent as the City determines necessary and to standards as advised by the prevailing health authority;
  - (f) provide the fixed chattels (food preparation table, etc. that are attached to the structure of the facility, also including tables and chairs) found at the concessions upon commencement of the Contract;
  - (g) maintain all lines for water, gas, sewer and electrical service to the stub-in point at each facility;
  - (h) supply portable equipment (i.e. toaster, coffee pot, meat cutter, etc.) as are on Site at the time of the Site Investigation. An inventory list of portable equipment shall be supplied by request after the date of the Site Investigation.
- E4.2 The City shall:
- (a) Reserve the right to grant any individual or organization the privilege of supplying their own food and beverage services for specific special events sponsored by that individual or organization. The same shall hold true for events sponsored in whole or in part by the City;
  - (b) provide the Contractor with a list of product suppliers with whom it has sponsorship or other arrangements. The City retains the right to determine suppliers of food and beverage (alcoholic and nonalcoholic) product and the right to change suppliers throughout the term of the Contract.

## 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) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; 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 Contract, 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.
- F1.8 The following is a link to information for obtaining the Police Information Check from the City of Winnipeg Police Service. <http://winnipeg.ca/police/pr/PIC.stm>
- F1.8.1 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;

- F1.8.2 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.
- F1.9 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 such Work.
- F1.10 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 specified in any portion(s) of the Work specified in this Contract.
- F1.11 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.
- F1.12 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 specified in any portion(s) of the Work specified in this Contract.
- F1.13 Each individual proposed to perform the following portions of the Work:
- (a) All Work under this Contract
- shall be required to obtain a Child Abuse Registry check from the Manitoba Child Abuse Registry.
- F1.14 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 satisfactory *Child Abuse Registry Self-Check – Information and Results* obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.15 Any individual for whom a Child Abuse Registry result is not provided, or for whom a Child Abuse Registry result indicates the subject is listed on the Manitoba Child Abuse Registry, will not be permitted to perform any Work specified in any portion(s) of the Work specified in this Contract.
- F1.16 Any Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.
- F1.17 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 Child Abuse Registry check. Any individual who fails to provide a satisfactory Child Abuse Registry result as a result of a repeated Child Abuse Registry check will not be permitted to continue to perform any Work specified in any portion(s) of the Work specified in this Contract.