



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, JANUARY 5, 2004

If your company name and address are not correctly shown below, please enter or correct it before submitting your Proposal.

Company Name _____

Address _____

**BUYER: DEBBIE SHKOLNY /ht
TELEPHONE NO. (204) 986-2249**

You are invited to submit a proposal for:

OPERATION OF CAFETERIA FOOD SERVICES FOR TRANSIT DEPARTMENT

in accordance with the Instructions to Offerers attached.

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of sixty (60) days following the Submission Deadline.

Signature: _____

RETURN TO:

**THE CITY OF WINNIPEG 517-2003
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

INSTRUCTIONS TO OFFERERS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for operation of the Cafeteria Food Services for the City of Winnipeg Transit Employees' Facilities located at: Carruthers Transit Garage, 1520 Main Street; and Fort Rouge Transit Base, 421 Osborne Street, together with the Provision of Vending Machine Services at these Facilities.

2. DEFINITIONS

2.1 When used in this Request for Proposal:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent the City in respect of the Request for Proposal;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Contract**" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (e) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is identified at the time of award of the Contract;
- (f) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (g) "**may**" indicates an allowable action or feature which will not be evaluated;
- (h) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (i) "**Offerer**" means any person submitting a Proposal for the Work. If a Proposal is submitted jointly by two or more persons, the word "Offerer" shall mean each and all persons, and the undertakings, covenants and obligations of such joint Offerers in the Proposal and the Contract, when awarded, shall be both joint and several;
- (j) "**Proposal**" means the offer contained in the Proposal Submission;
- (k) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (l) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (m) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (n) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;
- (o) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

2.2 Further to 2.1(b), the Buyer is:

DEBBIE SHKOLNY
(204) 986-2249

3. SCOPE OF WORK

3.1 The Work to be done shall consist of:

- (a) Operation of the Cafeteria Food Services for the City of Winnipeg Transit Employees' Facility located at: Carruthers Transit Garage, 1520 Main Street:
 - (i) Minimum hours of operation of cafeteria service: Monday through Friday - 05:00 to 14:30. Closed Saturday, Sunday and holidays.
 - (ii) Short orders and snacks to be available at all times during the hours listed.

- (iii) Full course meals available during the hours of 11:00 and 13:00.
- (b) Operation of the Cafeteria Food Services for the City of Winnipeg Transit Employees' Facility located at: Fort Rouge Transit Base basement level, 421 Osborne Street.
 - (i) Minimum hours of operation of cafeteria service: Monday through Friday – 05:00 to 18:00. Saturday – 05:00 to 12:00, closed Sunday and holidays.
 - (ii) Short orders and snacks to be available at all times during the hours listed.
 - (iii) Full course meals available Monday to Friday during the hours of 11:00 - 18:00.
- (c) At both locations, vending machines are to be provided for use by staff. At a minimum, vending service shall include: coffee, can drinks, hot foods and snack foods.
- (d) In the case of a special event, upon notification by the City's Contract Administrator, the Contractor will provide extended hours of cafeteria operation; and
- (e) All items identified on Form A: Menu and Retail Prices as Category A through K, excluding G identified as Lunch/Dinner Specials, shall be available on a daily basis during the term of the Contract.

3.2 The following are the equipment and services provided by the City of Winnipeg to the Contractor, in connection with the cafeterias.

- (a) Provide heat, light, hot and cold water, power services and garbage removal from the cafeterias.
- (b) Provide and maintain, in reasonable quantities, all equipment as listed following in 3.3.
- (c) Furnish, paint, and decorate all premises at such time and to such extent as the City may determine necessary.
- (d) Clean the walls, floors, windows, lighting fixtures of the dining areas, as required.
- (e) Provide bins for recyclable materials.

3.3 Equipment Inventory

3.3.1 Fort Rouge Garage – 421 Osborne Street

- (a) Tray rail and counterface
- (b) Tray and cutlery dispenser
- (c) Display case
- (d) Drink dispenser
- (e) Bussing carts
- (f) Coffee warmer table
- (g) Cup lowerator
- (h) Hot food table
- (i) Cold food table
- (j) Salad and sandwich preparation area
- (k) Equipment stand
- (l) Exhaust canopy
- (m) Garland grill
- (n) Garland deep fryer
- (o) Worktable
- (p) Ice cream cooler
- (q) Over shelf
- (r) Foster 6 door fridge/freezer
- (s) Garland range
- (t) Storage shelving
- (u) Soiled dish table

- (v) Hobart garburetor and overspray
- (w) Hobart dishwasher
- (x) Hobart dishwasher booster
- (y) Clean dish table
- (z) Pot rack
- (aa) Canopy
- (bb) Hobart meat slicer
- (cc) Zenith chest freezer
- (dd) Sharpe cash register (Serial # 4901497X)
- (ee) Hatco Rotating toaster
- (ff) Bunn coffee maker
- (gg) Edlund hand can opener
- (hh) Litton microwave oven
- (ii) Milkshake multimixer
- (jj) Purity white plate 6 3/8"
- (kk) Purity white plate 7.25"
- (ll) Purity white plate 9"
- (mm) Pitcher
- (nn) Tumbler 12 oz Amber plastic
- (oo) Meat tenderizer
- (pp) Weight steak
- (qq) Kitchen aid mixer
- (rr) Fleur dessert plate 7.5"
- (ss) Fleur dinner plate 9"
- (tt) Cambro plate rack 5 X 9
- (uu) Timer

Flatware and Utensils

- (vv) Forks
- (ww) Knives
- (xx) Teaspoons
- (yy) 9" plates
- (zz) Saucers
- (aaa) Coffee cups
- (bbb) 6" plates
- (ccc) Soup bowls
- (ddd) Dessert bowls
- (eee) Food tray
- (fff) Plastic cutlery tray
- (ggg) Two piece 18" aluminium roaster
- (hhh) 15" Mixing bowls
- (iii) 13" Mixing bowls
- (jjj) 7" Mixing bowls

- (kkk) 15" Aluminium colander
- (lll) Steel commercial strainers
- (mmm) Assorted ladles
- (nnn) Potato mashers
- (ooo) Metal shredders
- (ppp) 25" X 17" Aluminium cookie sheets
- (qqq) 11" Aluminium cooking pots
- (rrr) 8" Aluminium cooking pots
- (sss) 9" Stainless steel cooking pot
- (ttt) Assorted small aluminium pots
- (uuu) Assorted baking sheets
- (vvv) 18" X 12" Cake pans
- (www) 10" Flinch knives
- (xxx) 8" Flinch knives
- (yyy) Large fork
- (zzz) 12" Ham knife
- (aaaa) Small scales
- (bbbb) 12" Carving knives
- (cccc) 15" Spatulas
- (dddd) 8" Bread knife
- (eeee) Sharpening steel
- (ffff) 1/3 X 6 Hotel pans
- (gggg) 1/3 X 4 Hotel pans
- (hhhh) 1/2 X 8 Hotel pans
- (iiii) 1/2 X 4 Hotel pans
- (jjjj) 1/2 X 1 Hotel pan
- (kkkk) Hotel pans full # 1
- (llll) Hotel pans full # 4
- (mmmm) Hotel pans full # 8
- (nnnn) Lids, full
- (oooo) Lids 1/2
- (pppp) Lids 9 1/3
- (qqqq) Large roasting pans
- (rrrr) Muffin tins
- (ssss) Slotted serving spoons
- (tttt) Solid serving spoons
- (uuuu) Stainless mixing bowls
- (vvvv) Stainless teapots
- (wwww) Napkin dispensers
- (xxxx) Sugar dispensers

3.3.2 Carruthers – 1520 Main Street Equipment Inventory

- (a) Foster two-door fridge (Serial # 17730)

- (b) Kelvinator four burner stove
- (c) Garland grill
- (d) Tree compartment stainless steel sink assembly
- (e) Four slice toaster (serial # 70209)
- (f) Bunn coffee maker (Serial # 5-922-9)
- (g) Hobart dishwasher (Serial # 295264)
- (h) Omega meat slicer, (Model M200, Serial # 5300)
- (i) Garland deep fryer
- (j) National cash register
- (k) Frigidaire Stove
- (l) Frigidaire heavy-duty commercial freezer
- (m) Commercial Microwave oven

Flatware and Utensils

- (n) 12" Mixing bowl
- (o) 10" Mixing bowl
- (p) 8" Mixing bowls
- (q) 6" Mixing bowls
- (r) 9" Plates
- (s) 7" Plates
- (t) 6" Plates
- (u) Saucers
- (v) Fruit nappies
- (w) Soup bowls
- (x) Soup spoons
- (y) Forks
- (z) Teaspoons
- (aa) Knives
- (bb) Two speed cooling fan
- (cc) Deep fryer baskets
- (dd) Muffin tins
- (ee) Napkin dispensers
- (ff) Rolling pin
- (gg) Sugar dispensers
- (hh) Menu boards c/w letters
- (ii) Potato mashers
- (jj) Ice cream scoop
- (kk) Shredders
- (ll) Roasting pans
- (mm) Large ladle
- (nn) Small ladles
- (oo) Stainless steel whippers
- (pp) Sharpening steel

- (qq) Large perforated serving spoon
- (rr) Large solid serving spoons
- (ss) Food scraper
- (tt) Can opener
- (uu) Plastic food trays
- (vv) 10" Aluminium cooking pots
- (ww) 10" Double boiler
- (xx) Meat pans
- (yy) Stainless steel teapots
- (zz) Plastic cream dispensers
- (aaa) Silex pots
- (bbb) Stainless steel tongs
- (ccc) 13" X 8" Breadboard
- (ddd) 10" Cast iron frying pan
- (eee) Grill scraper
- (fff) Plastic pails (2 Large, 1 Small)

- 3.4 Services to be provided by the Contractor during the term of the Contract, not covered elsewhere, shall include:
- (a) Provide and maintain all equipment required to operate any or all premises that is not provided by the City;
 - (b) Pay all operating costs such as wages, licenses, taxes, liability insurance, purchases, laundry, telephone;
 - (c) Clean the food preparation areas and equipment therein daily;
 - (d) Provide as required a continuous cleaning of all table surfaces and chairs and other equipment in dining areas;
 - (e) Maintain any storerooms and garbage collection areas, including garbage cans, with respect to the food service operation, in a clean and sanitary condition;
 - (f) Not carry on any business on the premises other than that agreed to, and not to cook any food on the premises other than that to be sold there or other locations that are part of this Contract;
 - (g) Not permit any other functions than that agreed to at said premises without the prior written consent of the Contract Administrator;
 - (h) Not alter, add to, or in any way vary the premises without prior written consent of the Contract Administrator; and
 - (i) Not serve any alcoholic beverages or allow any to be consumed on any of the premises mentioned in this Contract.
- 3.5 The Contractor shall maintain such standards respecting the sanitary conditions and quality of food so as to meet the requirements of the City of Winnipeg, Community Services Department, Environmental Health Branch. Further, all food products shall be of a quality approved by government regulations as approved for human consumption.
- 3.6 After the first six months, and not more frequently than once every six months, proposed increases and decreases in sale prices shall be submitted by the Contractor to the Contract Administrator for approval prior to implementation. Supply cost and changes in the Consumer Price Index may be considered in allowing changes in Form A: Menu and Retail Prices.

4. BACKGROUND

- 4.1 The following is provided for the information of Offerers:
- (a) Historical Gross Sales:

	Fort Rouge	Carruthers
2002-2003	Approx. \$175,000	Approx. \$20,000
2001-2002	\$186,499	\$39,402
2000-2001	\$215,288	\$40,149
1999-2000	\$222,776	\$41,734

5. INVESTIGATING THE WORK

- 5.1 The Offerer shall familiarize himself/herself with the location, extent and purpose of the Work and shall determine for himself/herself the actual conditions and requirements of the Work.
- 5.2 Arrangements to view any Site at which Work is proposed to be performed may be made by contacting:
Brian Newton
(204) 986-5812

6. DURATION OF CONTRACT

- 6.1 The Contract shall be for the period of March 1, 2004 to July 31, 2007.
- 6.2 Notwithstanding the foregoing, the City may terminate the Contract upon ninety (90) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work.
- 6.3 As the Contractor may have limited access to the facilities before and on March 1, 2004, full compliance with the Contract terms is not expected in the first ten (10) Business Days.

7. PAYMENT

- 7.1 The Contractor shall deliver to the Contract Administrator, by the fifteenth (15th) Day of the month payment in the amount stipulated on Form B: Monthly Payment and Services Tax (GST) payable on said amount.
- 7.2 If the Contractor fails to remit the monthly payment by the due date, the Contractor shall be subject to a penalty of \$50.00 or 2% per month, whichever is greater.
- 7.3 If the Contractor does not rectify a late remittance as directed by the Contract Administrator, the Contractor will be considered to be in default.

8. ACCESS TO RECORDS

- 8.1 The Contractor shall afford to the Contract Administrator or designate every facility to review and inspect any and all documents and records, irrespective of the form thereof, relevant to the performance of the Contract.

9. ASSIGNMENT

- 9.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

10. SUBCONTRACTING

- 10.1 The Contractor shall not subcontract any portion of the Work to any person not identified as a Subcontractor in the Proposal without the prior written approval of the Contract Administrator.
- 10.2 If the Offerer proposes to subcontract any portion of the Work, he/she must submit a complete list of the proposed Subcontractors with the Proposal.
- 10.3 Where no Subcontractors are identified, it will be interpreted that the Offerer proposes to perform the Work with his/her own forces.

- 10.4 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.

11. INSURANCE

- 11.1 The Contractor shall, during the time of the operation of the food service, provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain tenant's legal liability, a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work.
- (a) Automobile liability insurance for owned and non-owned automobiles used for or in connection with the operation of the food service, in the amount of at least two million dollars (\$2,000,000.00) at all times during the full term hereof.
- 11.2 Deductibles shall be borne by the Contractor or his agents.
- 11.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 11.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- 11.5 The City shall have the right to alter the limits and/or coverage's as reasonably required from time to time during the continuance of this agreement.

12. WORKERS COMPENSATION

- 12.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

13. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 13.1 Information provided to an Offerer by the City or acquired by an Offerer 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. To the extent permitted, the City shall treat all proposals as confidential.
- 13.2 The Offerer shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.
- 13.3 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 13.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 13.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

14. INDEMNITY

- 14.1 The Contractor shall save harmless and indemnify the City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising

from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by the City, or which the City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than the City;
- (d) failure to pay and obtain a discharge of a notice of claim for lien served upon the City in accordance with the requirements of The Builders' Liens Act;
- (e) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to the City by the Contractor.

14.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

14.3 The Contractor shall pay to the City the value of all legal fees and disbursements required to settle any such claim or to defend the City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.

14.4 If the Contractor fails to make any payment required to be made to the City hereunder, the City shall be entitled to deduct the amount of such payment from any payment required to be made by the City to the Contractor under the Contract or take whatever other remedies against the Contractor that the City may have at law.

15. SECURITY CLEARANCE

15.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

15.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

15.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

15.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

15.5 The City may, at its sole discretion, require a records search at any time during the term of the Contract. Any person who fails to obtain security clearance as a result of a repeated records search shall not be permitted to continue to perform Work under the Contract.

16. EVENTS OF DEFAULT

16.1 An event of default will be deemed to have occurred if the Contractor:

- (a) abandons the Work; or
- (b) is adjudged bankrupt or files for bankruptcy, becomes insolvent, makes a general assignment for the benefit of his/her creditors, or has a receiver or liquidator appointed in respect of his/her assets; or
- (c) in the judgment of the Contract Administrator, is not performing or has not been performing the Work, or any part thereof, in a sound and workmanlike manner and in all respects in strict conformity with the Contract; or

- (d) in the judgment of the Contract Administrator, is not progressing continuously with the Work or any part thereof, and in such a manner as to ensure the completion of the Work or any part thereof, in accordance with the work schedule; or
- (e) fails to remedy any defective or deficient Work, or to remove any defective or deficient goods; or
- (f) fails to remedy defects or deficiencies during the warranty period in the manner and within the time periods specified by the Contract Administrator; or
- (g) fails to make prompt payment to his/her Subcontractors, his/her employees or on account of the purchase or rental of equipment or material; or
- (h) fails to promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act; or
- (i) fails to comply with any laws, by-laws or statutory regulations; or
- (j) fails to provide competent supervision for the Work; or
- (k) fails to submit any schedules, documents or information required by the Contract; or
- (l) refuses or neglects to comply with an order given by the Contract Administrator; or
- (m) commits any other breach of the Contract.

16.2 Any provision of the Contract may be waived only by express waiver in writing by the Contract Administrator. No express waiver of any provision shall imply the waiver of any other provision.

16.3 If an event of default has occurred, the City may do any one or more of the following:

- (a) withhold or retain the whole or part of any payment;
- (b) take the whole of the Work, or any part or parts thereof out of the hands of the Contractor;
- (c) demand payment for any amount owed to the City.

16.4 The duties and obligations imposed upon the Contractor by the Contract and the rights and remedies available to the City hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed upon the Contractor or available to the City at law.

17. DISCREPANCIES

17.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.

17.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.

17.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

18. ADDENDA

18.1 The Buyer 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.

18.2 The Buyer will issue each addendum to all Offerers by:

- (a) publication at the Materials Management Division's Bid Opportunities internet website at <http://www.winnipeg.ca/matmgt/bidopp.asp>.

18.3 The Offerer is responsible for ensuring that he/she has received all addenda and shall acknowledge receipt of each addendum on the Request for Proposal cover page. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

18.3.1 The Offerer is advised to check the Materials Management Division's Bid Opportunities internet website for addenda shortly before submitting his/her Proposal.

19. PROPOSALS

19.1 Proposals must be in writing and must include as a minimum:

- (a) the Request for Proposal cover page completed with:
 - (i) the name and address of the Offerer;
 - (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
 - (iii) the signature of a person or persons who have the authority to sign for the Offerer;
- (b) a list of currently operating installations complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for equipment being used in similar applications;
- (c) a clear description of the service and support staff (FORM C: STAFFING PLAN) and Subcontractors proposed;
- (d) a schedule of monthly payments (FORM B: MONTHLY PAYMENTS), proposed in lieu of rent payable to the City of Winnipeg during the term of the Contract;
- (e) descriptive literature and/or information demonstrating conformance to the specifications.
- (f) provide retail prices (FORM A: MENU and RETAIL PRICES), inclusive of taxes.

20. SUBMISSION OF PROPOSALS

- 20.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the RFP Number and the Offerer's name and address. The Offerer is requested to submit one (1) original and (2) copies of the Proposal.
- 20.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.
- 20.3 Proposals received after the Submission Deadline will not be considered.
- 20.4 Proposals will not be opened or acknowledged publicly. The City will acknowledge receipt of each Proposal by written notice to the address of the Offerer as indicated in the Proposal.

21. WITHDRAWAL OF PROPOSALS

- 21.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.
- 21.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as the City considers appropriate in the circumstances.

22. INTERVIEWS

- 22.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

23. NEGOTIATIONS

- 23.1 The City reserves the right to negotiate details of the Contract with Offerers.
- 23.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; the City will not necessarily pursue negotiations with any Offerer.
- 23.3 If, in the course of negotiations pursuant to 23.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

24. EVALUATION OF PROPOSALS

24.1 Award of this Contract will be based on the following evaluation criteria:

- | | |
|--|------------|
| (a) conformance with mandatory requirements | pass/fail; |
| (b) qualifications of the Offerer | 20%; |
| (c) staffing plan during proposed hours of cafeteria operation | 25%; |
| (d) monthly payment payable to the City | 10%. |
| (e) retail prices | 40%; |
| (f) Offer to provide service at both locations (Fort Rouge and North Garage) | 5%. |

Conformance With Mandatory Requirements

24.2 Further to 24.1(a), the City 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 City may reject all or any part of any Proposal or waive technical requirements if the interests of the City so require.

Qualifications of the Offerer

24.3 Further to 24.1(b), the City may reject any Proposal submitted by an Offerer who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with the City.

24.4 The Offerer shall:

- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:
 - (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;
 - (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
 - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerer's equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerer's equipment and facilities are adequate to perform the Work.

Staffing Plan

24.5 Further to 24.1(c), the staffing plan shall be evaluated by the number of staff hours proposed on FORM C: STAFFING PLAN, during the proposed times of service.

Monthly Payment Payable to the City

24.6 Further to 24.1(d), the monthly payment payable to the City shall be evaluated by the payment proposed on FORM B: MONTHLY PAYMENT.

Retail Prices

24.7 Further to 24.1(e), the retail prices will be evaluated based on the information submitted on FORM A: MENU AND RETAIL PRICES, based on factors being used, determined by historical sales of individual items, and from those totals, the proponent's offer being scored in relation to the lowest total. The factors are as follows:

- (a) Category A – x 20;
- (b) Category B – x 16;
- (c) Category C – x 10;
- (d) Category D – x 20;
- (e) Category E – x 30;
- (f) Category F – x 15;

- (g) Category G – x 15;
- (h) Category H – x 10;
- (i) Category I (i, ii, iii, iv) – x5; Category I (v, vi) – x 25;
- (j) Category J – x 8; and
- (k) Category K – x 40.

Locations

24.8 Further to 24.1(f), the Offer to provide service at both locations (Fort Rouge and North Garage), shall be evaluated by considering the number of locations proposed.

25. ALTERNATIVES

25.1 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified in 3.1.

25.2 The Offerer may, but is not required to, submit offers for both alternatives, or for any one or more sections in Alternative 2.

25.3 The City shall not be obligated to award any section to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City for that section and shall have the right to choose the alternative which is in its best interests. If the Offerer has not submitted offers for both alternatives or for all sections in Alternative 2, he/she shall have no claim against the City if his/her partial offer is rejected in favour of an award of the Contract on the basis of an alternative or section for which he/she has not submitted an offer.

26. AWARD OF CONTRACT

26.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.

26.2 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to the City.

26.3 The City will give notice of the award of Contract by way of a Letter of Intent or will give notice that no award will be made.

26.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.

26.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.

FORM A: MENU AND RETAIL PRICES

UNIT PRICES

Category	Description	Details	Primary Ingredient Portion Size	Retail Price
A	COLD SANDWICHES	i	Egg salad 56 grams	_____
		ii	Tuna salad 56 grams	_____
		iii	Ham and cheese 56 grams	_____
		iv	Corned beef on rye 56 grams	_____
		v	Sliced turkey 56 grams	_____
		B	HOT SANDWICHES	i
ii	Grilled Cheese / bacon 2 slices bacon			_____
iii	Toasted bacon / lettuce / tomato 2 slices bacon			_____
iv	Hamburger 113 grams			_____
v	Cheeseburger 113 grams			_____
vi	Hot Dog 7 inch wiener			_____
vii	Clubhouse 113 grams			_____
C	SALADS	i	Caesar 198 grams	_____
		ii	Chef 198 grams	_____
		iii	Small coleslaw 56 grams	_____
		iv	Large coleslaw 198 grams	_____
		v	Small tossed salad 113 grams	_____
		vi	Large tossed salad 227 grams	_____
<p>Note: where applicable assorted salad dressings shall be available and shall be included in the purchase price</p>				
D	SOUP	i	Meat based 283 grams	_____
		ii	Veggie based 283 grams	_____
<p>Note: crackers to be included in purchase price</p>				
E	BREAKFAST ITEMS	i	Toast, buttered 2 slices	_____
		ii	Jam Portion package	_____
		iii	Peanut Butter Portion package	_____
		iv	Honey Portion package	_____
		v	Side order bacon 3 slices	_____
		vi	Side order ham 56 grams	_____
		vii	Side order has browns 56 grams	_____
		viii	2 eggs, any style	_____

Name of Bidder

FORM A: MENU AND RETAIL PRICES
(continued)

UNIT PRICES

Category	Description	Details	Primary Ingredient Portion Size	Retail Price
F	BREAKFAST SPECIALS	i 1 egg, 1 slice of toast, choice of 56 g. ham or 3 strips bacon, choice of coffee or tea		_____
		ii 2 eggs, 2 slices toast & jam, hash brown, choice of 56 g. ham or 3 strips bacon, choice of coffee or tea		_____
		iii 2 slices French toast, syrup, choice of coffee or tea		_____
		iv 3 pancakes, syrup, choice of coffee or tea		_____
		v 3 egg omelette, choice of coffee or tea		_____
		vi Breakfast Sandwich: (1 egg, 2 slices bacon, 28 g. cheese, one muffin roll), choice of coffee or tea		_____
G	LUNCH SPECIALS	i Chicken cacciatore	113 grams	_____
		iii Tacos*	170 grams	_____
		iii Meatloaf / gravy	113 grams	_____
		iv Salisbury steak	170 grams	_____
		v Beef stroganoff	113 grams	_____
		vi Beef vegetable stew	227 grams	_____
		vii Chili con carne*	227 grams	_____
		viii Hot beef or turkey sandwich	113 grams	_____
		ix Bake lasagne* / garlic bread	170 grams	_____
		x Spaghetti with meat sauce*	170 grams	_____
		xi Pork cutlet	113 grams	_____
		xii Pork chop with applesauce	113 grams	_____
		xii Veal cutlet	113 grams	_____
		xiv Breaded cod fillets	113 grams	_____
		xv Pizza* and salad	1/8 slice of a 15" pizza	_____
		xvi Submarine sandwich*	170 grams	_____
		xvii Chicken pot pie*	227 grams	_____
		xviii Roast beef or turkey	170 grams	_____
		xix Perogies / sour cream / Kolbasa*	170 grams	_____
		xx Smokies and sauerkraut*	170 grams	_____

Note: All entrees to be served with one vegetable 85 g. portion and potato or rice 85 g. portion, except where noted by *.

Name of Bidder

FORM A: MENU AND RETAIL PRICES
(continued)

UNIT PRICES

Category	Description	Details	Primary Ingredient Portion Size	Retail Price
H	FRUITS	i Apples		_____
		ii Oranges		_____
		iii Bananas		_____
I	OTHER	i Peas	113 grams	_____
		ii Green beans	113 grams	_____
		iii Carrots	113 grams	_____
		iv Broccoli	113 grams	_____
		v French Fries	113 grams	_____
		vi French Fries	170 grams	_____
J	PATRIES	i Muffins	113 grams	_____
		ii Cinnamon buns	113 grams	_____
		iii Bagels	113 grams	_____
		iv Danishes	113 grams	_____
		v Chocolate brownie	113 grams	_____
		vi Fruit pie	113 grams	_____
K	BEVERAGES	i Small coffee	225 ml	_____
		iii Large coffee	400 ml	_____
		iii Tea	199 ml	_____
		iv Hot chocolate	199 ml	_____
		v Carton milk white	250 ml	_____
		vi Carton milk chocolate	250 ml	_____
		vii Assorted canned juices	355 ml	_____
		viii Small soft drinks	355 ml	_____
		ix Large soft drinks	500 ml	_____

Name of Bidder

FORM B: MONTHLY PAYMENT

(see 19.1(d))

For Operation of the Cafeteria Food Services for the City of Winnipeg Transit Employees' Facilities located at:

Carruthers Transit Garage, 1520 Main Street and;
Fort Rouge Transit Base, 421 Osborne Street
with the Provision of Vending Machine Services at each location

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	APPROX. QUANTITY	UNITS	UNIT PRICE	Alternative 1 - Award as a Whole (per Month)	Alternative 2 - Award by Section (per Month)
SECTION A							
1.	Operation of Food Services at Carruthers Transit Garage, 1520 Main Street	3.1	41	Month	_____	_____	_____
SECTION B							
2.	Operation of Food Services at Fort Rouge Transit base, 421 Osborne Street	3.1	41	Month	_____	_____	_____

Name of Bidder

FORM: C STAFFING PLAN

(see 19.1(c))

For Operation of the Cafeteria Food Services for the City of Winnipeg Transit Employees' Facilities located at:
Carruthers Transit Garage, 1520 Main Street;
and/or Fort Rouge Transit Base, 421 Osborne Street
with the Provision of Vending Machine Services at each location

LOCATION	EMPLOYEES	POSITION	EMPLOYEE(S) WORK SCHEDULE

Name of Bidder