



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 96-2005

PROVISION OF PONY RIDES AT THE ASSINIBOINE PARK ZOO

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF PONY RIDES AT THE ASSINIBOINE PARK ZOO

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 29, 2005.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

- B3.1 Further to GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.
- B3.3 The Bidder 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.

B4. BACKGROUND

- B4.1 The following information is provided for Bidders:
- (a) Historical gross sales for the Pony Rides at Assiniboine Park Zoo:
- | | |
|------|---------------|
| 2004 | \$ 19,386.00. |
|------|---------------|
- B4.2 The gross sales for the period set out above is based upon information supplied to the City of Winnipeg. Because of changing conditions, the City cannot guarantee the accuracy of such information in whole or in part, nor that gross sales will equal or exceed such amounts in the future. Bidders must make themselves personally acquainted with the requirements of the services to be provided pursuant to the RFP documents and must inform themselves as to all factors which may affect the performance of the services or the level of revenues. Bidders agree that they shall not rely upon any information given or statement made by the City in the RFP documents or otherwise regarding the record of past services performed or gross sales figures.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bidders 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 Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

B6.1 Information provided to a Bidder by the City or acquired by a Bidder 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.

B6.2 The Bidder 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.

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.

B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

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 Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;

- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and 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 Substantial Performance and Total Performance.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B16.
- 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 Submission consists of the following components:
 - (a) Form A: Proposal;
 - (b) Form B: Payment to the City.
- B9.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B9.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.5 Proposal Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B10. PROPOSAL

B10.1 The Bidder shall complete Form A: Proposal, making all required entries.

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

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

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: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.

B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.

B10.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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

B11. PAYMENT TO THE CITY

B11.1 The Bidder shall state a percentage for the item of the Work identified on Form B: Payment to the City.

B11.2 The Contractor shall pay the City a minimum of 15% of gross sales.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
 - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba);
- (h) have current vaccination certificate(s) for the pony(ies) for Eastern and Western Equine Encephalitis, Rabies, Tetanus and Equine Influenza. The City further recommends a vaccination for West Nile Virus.

B12.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposal Submissions will not be opened publicly.

B13.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
 - (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

B16. INTERVIEWS

- B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with Bidders.
- B17.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

B18.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
 - (i) qualifications 75%;
 - (ii) Payment to the City 25%;
- (c) economic analysis of any approved alternative pursuant to B8.

B18.2 Further to B18.1(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 if the interests of the City so require.

B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified.

B18.4 Further to B18.1(b)(i), the Payment to the City shall be the percentage for the item shown on Form B: Payment to the City. For the purposes of evaluation, Payment to the City shall be calculated by multiplying the percent offered on Form B: Payment to the City by the gross sales for 2004.

B18.5 This Contract will be awarded as a whole.

B19. AWARD OF CONTRACT

B19.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

B19.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B19.3 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:

- (a) the prices are materially less than prices received for similar work in the past;
- (b) only one Proposal is received; or
- (c) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B19.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

PART C - GENERAL CONDITIONS

C1. GENERAL CONDITIONS

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of:
- (a) Provide pony rides at the Assiniboine Park Zoo for the period of May 1, 2005 to October 13, 2009.
- D2.2 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) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Gross Sales**" means the total ticket sales revenue, not including G.S.T. and P.S.T.;
 - (c) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
 - (d) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals.

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
Frank Kowalski
Coordinator of Park Services

Community Services Department
Assiniboine Park Enterprise Division
6th Floor, 395 Main Street
Winnipeg MB R3B 3N8

Telephone No. (204) 986-4208
Facsimile No. (204) 986-8112

- 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 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6. NOTICES

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1
Facsimile No.: (204) 947-9155

D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D7.1 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.
- D7.2 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.
- D7.3 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.

D8. ASSIGNMENT

- D8.1 The Contractor shall not assign the Contract or any payment thereunder without the prior written approval of the City.

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. WORKERS COMPENSATION

- D10.1 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.

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 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 a contractual liability, an unlicensed motor vehicle liability, non owned automobile liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D11.4 The Contractor shall provide the Contract Administrator with a certificate of insurance detailing all requirements 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 GC.3.01 for the return of the executed Contract.

D12. SECURITY CLEARANCE

D12.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D12.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

D12.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.

D12.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D12.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

CONTROL OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority 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 that the Contractor is 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;
 - (ii) evidence of the workers compensation coverage specified in D10;
 - (iii) evidence of the insurance specified in D11; and
 - (iv) the security clearances 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.

D14. ENQUIRIES DURING CONTRACT

D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which enquiries for service may be placed.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Payment to the City:
- (a) User name(s) and addresses;
 - (b) service date(s); and
 - (c) description and quantity of services provided.
- D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each year by October 15th of each year.

MEASUREMENT AND PAYMENT

D16. PAYMENT

- D16.1 Further to GC.9.01 and GC.9.03, the Contractor shall submit payment in Canadian funds to the Community Services Department, 460 Assiniboine Park Drive, Winnipeg MB R3P 2N7.
- D16.2 Payment must be accompanied by a statement clearly indicating the following, as a minimum:
- (a) Month of service provided;
 - (b) Name and address of facility;
 - (c) Gross sales excluding taxes for the period;
 - (d) The amount payable with GST shown as separate amount; and
 - (e) The Contractor's GST registration number.

D17. PAYMENT SCHEDULE

- D17.1 Further to GC.9.03, payment shall be in accordance with the following payment schedule:
- (a) The monthly fee shall be paid no later than the fifteenth (15th) Calendar Day of the month following the month for which the fee is payable.
 - (b) Payments received after the date specified in D17.1(a) shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

E1.1 These Specifications shall apply to the Work.

E1.2 The following Drawings are applicable to the Work:

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1	Assiniboine Park Zoo

E2. SERVICES

E2.1 The Contractor shall provide pony ride service in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall:

- (a) provide pony rides at a designated location in the Assiniboine Park Zoo, (except when inclement weather prohibits the operation of the rides or by mutual agreement);
 - (i) Daily from May only weekend to October 15, between 11:00 a.m. – 5:00 p.m.; and
 - (ii) Saturdays, Sundays, and Long Weekend Mondays from April 1 – May long weekend and September long weekend to October long weekend between 11:00 a.m. – 5:00 p.m.
- (b) bring ponies to and remove ponies from the zoo daily;
- (c) ensure that the ponies have vaccinations as required by the Zoo Veterinarian;
- (d) provide all equipment necessary to operate the pony ride except for a cash register provided by the Zoo;
- (e) maintain pony(ies):
 - (i) in Compliance with The Animal Care Act of Manitoba. It is of tremendous importance of the presentation and care of animals in this City of Winnipeg venue;
 - (ii) in healthy condition and have vaccinations, as required by the Zoo Veterinarian.
 - (iii) upon request by the Contract Administrator or Zoo Administration, immediately make available any pony used in the operation of pony rides, for a physical examination by the Zoo Veterinarian. The Zoo Veterinarian reserves the right to refuse any pony(ies) for the use in the operation of pony rides, that is examined and fails the examination;
 - (iv) provide adequate food for the ponies.
- (f) hire, train, and supervise all employees used to collect money, lead ponies, and otherwise care for the ponies while they are at the zoo;
- (g) ensure that his/her employees:
 - (i) are knowledgeable and comply with the Animal Care Act of Manitoba;
 - (ii) are neat in appearance;
 - (iii) wear a uniform as follows:
 - (A) clean, appropriate and not offensive to the general public, and must be approved by the Contract Administrator. Garments provocative and/or offensive to the general public in any way are not permitted (ie: halter tops);

- (B) with the name of the service provider prominently displayed on their uniform;
- (h) ensure that the ponies, equipment and the area of the ride are kept in a neat, clean manner;
- (i) present payment to the Zoo on a regular schedule, with proper documentation as required by the Contract Administrator.

E3. SERVICES PROVIDED BY THE CITY

E3.1 The City shall provide:

- (a) access to obtain water for the pony(ies);
- (b) refuge containers for food and waste disposal;
- (c) space to advertise; and
- (d) parking space for equipment.

E4. FARES

E4.1 The Contractor will be responsible for all pony ride ticket sales.

E4.2 The price of tickets shall be set by the Contractor as follows:

- (a) Individual picket prices shall be no less than two dollars (CAN \$2.00 including all taxes) but no more than three dollars and fifty cents (CAN \$3.50 including all taxes) per ride;
- (b) The price of tickets for group rates shall be set by the Contractor, but shall be no less than one dollar and fifty cents (CAN \$1.50 including all taxes) per ride. Group rates apply to groups consisting of 10 or more people and apply only to recognized organizations such as schools, registered day cares and nursery schools, girl guides/boy scouts, church groups, etc.
- (c) The Contractor and the Contract Administrator shall agree on any ticket price increases prior to April 1 of each year after Year 1 of the Contract.