



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO.: 791-2008**

**SUPPLY OF BIKE RENTAL CONCESSION WITHIN ASSINIBOINE PARK**

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## **BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 SUPPLY OF BIKE RENTAL CONCESSION WITHIN ASSINIBOINE PARK

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, March 19, 2009.
- B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. SITE INVESTIGATION**

- B3.1 Further to C3.1, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B3.2 The Bidder is advised that:
- (a) electrical power to the Site is not available;
  - (b) limited overnight storage facilities are available nearby the subject Site.
- B3.3 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.
- B3.4 The Bidder is responsible for determining:
- (a) the location of any utility which can be determined from the records or other information available at the offices of any public authority or person, including a municipal corporation and any board or commission thereof, having jurisdiction or control over the utility;
  - (b) the nature of the surface and subsurface conditions at the Site;
  - (c) the location, nature, quality or quantity of the materials to be removed or to be employed in the performance of the Work;
  - (d) the nature, quality or quantity of the Plant needed to perform the Work;
  - (e) all matters concerning access to the Site, power supplies, location of existing services, utilities or materials necessary for the completion of the Work;
  - (f) all other matters which could in any way affect his Proposal or the performance of the Work.

### **B4. BACKGROUND**

- B4.1 The following is provided as information to the Bidders:
- (a) Bike Concessions 2008 Gross Sales were four thousand six hundred and thirty-six dollars (\$ 4,636.00);
  - (b) Provision of Pony Rides at the Assiniboine Zoo on Saturdays and Sundays are from April 1 – May long weekend; then daily from May long weekend to the September long weekend, and on Saturdays and Sundays from the September long weekend to the October long weekend. Times that are available is between 11:00 a.m. – 5:00 p.m.;
  - (c) Rental of animal or zoo related distinctive children's strollers at the Assiniboine Park Zoo are available year round, between the hours of business at the Assiniboine Park Zoo; and
  - (d) Special events held at the Assiniboine Park and Zoo, such as:

- (i) Mother's Day Plant Sale;
- (ii) Teddy Bear's Picnic; and
- (iii) Canada Day Celebrations.

## **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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- 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 Contract;
  - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- 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 may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.1.
- B8.9 No later claim by the Contractor for an addition to the Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B20.1(a).

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;

- (b) Form B: Payment to the City;
  - (c) Business Plan; and
  - (d) Prices charged to the Public for Bike Rentals.
- B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.3.1 Bidders should submit one (1) unbound original (marked "original") copy.
- B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B20.1(a).
- B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.6.1 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.
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
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 (2) 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 should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two (2) 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 and the Contract, when awarded, shall be both joint and several.

#### **B11. PAYMENT TO THE CITY**

B11.1 The Bidder shall state an annual payment to the City for each year of the Work identified on Form B: Payment to the City.

#### **B12. BUSINESS PLAN**

- B12.1 A Business Plan, including but not limited to:
- (a) A clear written description of the equipment offered, service and support staff and Subcontractors proposed;
  - (b) Descriptive literature and/or information demonstrating conformance to the specifications;
  - (c) A business schedule including dates and hours of business bikes will be available to the public;
  - (d) Method of collecting fees from the public;
  - (e) Method of security for rental items during and after hours of business;
  - (f) Financial return proposed to be paid to the City based on your annual payments offered on Form B: Payment to the City;

#### **B13. PRICES TO BE CHARGED FOR BIKE RENTALS TO THE PUBLIC**

B13.1 The Bidder shall provide proposed prices that will be charged to the public on a list identifying the type of bike rentals and the prices for each type of bike.

#### **B14. QUALIFICATION**

- B14.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
  - (b) be financially capable of carrying out the terms of the Contract; and
  - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

- B14.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B14.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
  - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B14.4 The Bidder shall provide, in his Proposal:
- (a) The request for Proposal cover page completed with:
    - (i) The name and address of the Bidder;
    - (ii) The name and telephone number of a contact person authorized to represent the Bidder for the purposes of the Proposal;
    - (iii) The signature of a person or persons who have the authority to sign for the Bidder.
  - (b) A Business Plan, including but not limited to:
    - (i) A clear description of the equipment offered;
    - (ii) Descriptive literature and/or information demonstrating conformance to the specifications;
    - (iii) Size of a non-permanent kiosk;
    - (iv) A business schedule including dates and hours of business bikes will be available for rent to the public;
    - (v) Method of collecting fees from the public;
    - (vi) Method of security for rental items during and after hours of business.
- B14.5 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B14.6 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.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposals will not be opened publicly.
- B15.2 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 Division website at <http://www.winnipeg.ca/matmgt>
- B15.3 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 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.
- B15.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B16.2 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.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 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.
- B17.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 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.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
  - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the 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 B17.1.3(b), declare the Proposal withdrawn.
- B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 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.

## **B18. INTERVIEWS**

- B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

- B19.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B19.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder 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 Bidder from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.1 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 or acceptable deviation therefrom:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
  - (i) mandatory qualifications (pass/fail);
- (c) Revenue to the City of Winnipeg 60%;
- (d) Business Plan 30%;
- (e) Schedule of fees for bike rentals to be charged to the public 10%;
- (f) economic analysis of any approved alternative pursuant to B8.

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B20.4 Further to B20.1(c), the Revenue to the City shall be the sum of the Annual Payments to the City as identified on Form B: Payment to the City.

B20.5 Further to B20.1(d), the proposed Business Plan thirty (30%) percent will be evaluated based on:

B20.5.1 Conceptual Criteria – forty (40%) percent:

- (a) Does the bike rental proposal complement existing Assiniboine Park venues and services?
- (b) Is there a viable plan for bike rental operations?
- (c) Is the marketing strategy thorough and viable?
- (d) Does the Bidder demonstrate understanding of market niche?
- (e) Does the Bidder have a clear operating plan for staffing, quality customer service, care, cleaning and maintenance of bike rental premises and equipment?
- (f) Does the Bidder have the experience and expertise to implement a successful bike rental operation?

B20.5.2 Financial Considerations/Business Plan – forty (40%) percent

- (a) Has the Bidder demonstrated that it has sufficient funding to undertake the development and operation of the bike rental opportunity?
- (b) How viable is the Bidder's proposal?
- (c) Are sales forecasts based upon a clear concept, an understanding of the local recreation industry and determination of a competitive niche for the Assiniboine Park?

B20.5.3 Variety of Bikes/Offerings – twenty (20%) percent

- (a) Does the concept maximize the bike rental opportunity at Assiniboine Park?
  - (i) What is the bike rental opportunity (flexibility to expand and accommodate seasonality)?
  - (ii) Creative suggestions and pricing of items to be offered?

B20.6 Further to B20.1(e), the schedule of fees for bike rentals to be charged to the public will be evaluated considering the Bidders Proposal.

B20.7 This Contract will be awarded as a whole.

B20.8 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

## **B21. AWARD OF CONTRACT**

B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B21.2 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.

B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:

- (a) the prices are materially less than the 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.

B21.3 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.

B21.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

B21.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B21.5 The Contract Documents, as defined in C1.1 (n) (ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

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

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

#### **D2. SCOPE OF WORK**

- D2.1 The Work to be done under the Contract shall consist of bike rentals for the period of May 1, 2009 to October 1, 2011.
- D2.2 By mutual agreement between both parties, the Contract may be extended for two (2) additional one (1) year periods with the same terms and conditions. The Contractor must submit a written request for the additional periods to the Contract Administrator not less than one hundred and eighty (180) Calendar Days prior to the expiration of the original term. The Contractor Administrator will respond to the Contractor within thirty (30) Calendar Days, giving notice of the City's approval or rejection of the request for extension.
- D2.3 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.4 The City, in its sole discretion, may assign this Contract to the Assiniboine Park Conservancy.

#### **D3. DEFINITIONS**

- D3.1 When used in this Request for Proposal:
- (a) "**Inclement Weather**" means severe/stormy, and shall be at the discretion of the Contract Administrator.

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

- D4.1 The Contract Administrator is:  
Frank Kowalski  
Coordinator of Park Services  
Community Services  
6<sup>th</sup> 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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to

the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

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. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

D6.1 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.

D6.2 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.

D6.3 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.

## **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

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

## **SUBMISSIONS**

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

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. EMPLOYEE BEHAVIOUR AND SUPERVISION**

D9.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:

- (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and other personnel;
- (b) obey all posted safety rules;

- (c) leave all furnishings, equipment etc. moved during the inspection and testing, in an "as found" condition at the completion of the work;
- (d) use their own radio(s) or telephones or cellular telephones necessary for on site communication; and
- (e) when employees are in the facility, that it is kept secure from entry by unauthorized persons,

D9.2 The Contractor and his employees are prohibited from entering the premises of any location other than to perform the work of this contract unless accompanied by City staff. The Contractor or his personnel will not be allowed to operate any City equipment.

## **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage at all times during the duration of the Contract:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause and products and completed operations cover;
- (b) an All Risk property insurance policy, for the full replacement cost insuring property, contents and equipment;
- (c) if required, Automobile liability insurance for owned automobiles and non-owned automobiles used for or in connection with the Contractor in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the full term of the Contract; such insurance may be met through the commercial general liability cover where applicable.

D10.2 All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba.

D10.3 Deductibles shall be borne by the Contractor .

D10.4 The Contractor shall not cancel, or cause the policy or policies to lapse without a minimum thirty (30) Calendar Days prior written notice to the City.

D10.5 The Contractor shall provide written notice to the City of Winnipeg of any material changes to their policies within thirty (3) Calendar Days of the change taking effect.

D10.6 The Contractor shall file with the City an annual Certificate of Insurance in a form satisfactory to the City Solicitor.

D10.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance to this Contract and for any subsequent renewals thereof, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.

## **D11. SUBCONTRACTOR LIST**

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

## **D12. EQUIPMENT LIST**

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

### **D13. SECURITY CLEARANCE**

- D13.1 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.
- D13.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:  
[www.winnipeg.ca/police/BPR/forms/Criminal\\_Record\\_Check\\_P612.doc](http://www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc)
    - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
    - (ii) Individuals will need to sign and date Section 3 of the form.
  - (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:  
[www.winnipeg.ca/police/BPR/id.stm](http://www.winnipeg.ca/police/BPR/id.stm)
  - (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:  
[www.winnipeg.ca/police/BPR/fees.stm](http://www.winnipeg.ca/police/BPR/fees.stm)
- D13.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D13.3 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D13.4 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D13.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D13.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.

### **CONTROL OF WORK**

#### **D14. COMMENCEMENT**

- D14.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D14.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D8;
    - (ii) evidence of the workers compensation coverage specified in C6.14;

- (iii) evidence of the insurance specified in D10;
  - (iv) the Subcontractor list specified in D11;
  - (v) the equipment list specified in D12; and
  - (vi) the security clearances specified in D13.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

## **D15. RECORDS**

- D15.1 The Contractor shall keep or cause to be kept at its principal office in Manitoba true and accurate books of account prepared in accordance with generally accepted accounting principles and satisfactory to the Contract Administrator showing all income derived from performing the Work.
- D15.2 The City shall have the right, upon reasonable notice in writing, so often as it shall deem necessary, to inspect, examine, copy or audit all records of the Contractor. The Contractor shall furnish such supporting data and other information relating thereto as the Contract Administrator may require.
- D15.3 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.4 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) order date(s);
  - (c) service date(s); and
  - (d) description and quantity of services provided.
- D15.5 The Contractor shall provide the Contract Administrator with a copy of the usage records for each year within thirty (30) Calendar Days, within thirty (30) Calendar Days before the end of that contract.

## **MEASUREMENT AND PAYMENT**

### **D16. FEE PAYABLE**

- D16.1 The Contractor shall pay the City of Winnipeg of the annual payment offered on Form B: Payment to the City.



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

**SUPPLY OF BIKE RENTAL CONCESSION WITHIN ASSINIBOINE PARK**

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

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

**SUPPLY OF BIKE RENTAL CONCESSION WITHIN ASSINIBOINE PARK**

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

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

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

#### **E2. SERVICES**

- E2.1 The Contractor shall:
- (a) Provide to the public, with bike rentals at Assiniboine Park (except when inclement weather prohibits the rental operation or by mutual agreement) during the Operating Period which shall be from approximately June 1<sup>st</sup> to September 1<sup>st</sup>;
  - (b) Provide a non-permanent kiosk to be situated within Assiniboine Park;
  - (c) Ensure that the bikes to be rented out are kept in clean and safe operating condition;
  - (d) Repair and maintain at its own cost and expense the bikes, including pick up and delivery of bikes for repairs;
  - (e) Provide reasonable signage, situated within Assiniboine Park to the satisfaction of the Contract Administrator, advertising the availability of this service, the hours of operation and the associated rental rate;
  - (f) Not advertise, display or endorse any product or company on the kiosk and the bikes without written consent of the Contract Administrator;
  - (g) Hire, train, and supervise all employees in the collection of money, provision of bikes to the public, and care of the equipment.
- E2.2 The City shall provide a mutually agreed upon reasonable location for the bike concession operation.