



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 46-2014

**MANAGEMENT OF GOLF PRO SHOP OPERATIONS AND RECREATIONAL
AMENITIES AT THE HARBOUR VIEW GOLF AND RECREATION COMPLEX**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 MANAGEMENT OF GOLF PRO SHOP OPERATIONS AND RECREATIONAL AMENITIES AT THE HARBOUR VIEW GOLF AND RECREATION COMPLEX

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, February 28, 2014.

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 Contract Administrator or an authorized representative will be available at the Site from 2:00 p.m. to 4:00 p.m. on February 19, 2014 to provide Bidders access to the Site.

B3.1.1 The Bidder is advised that *amenities* are "as is". At present most amenities are under snow cover so a Bidder(s) will not see the condition.

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.

B4. BACKGROUND

B4.1 The Harbour View Golf and Recreation Complex consists of:

- (a) a 9 hole, Executive par 3 golf course;
- (b) a driving range;
- (c) an 18 hole mini putt;
- (d) tennis courts and a practice wall;
- (e) outdoor shuffle board;
- (f) a lawn bowling green; and
- (g) horse shoe pits.

B4.1.1 The facility is operated year round with skate and ski rentals available during the winter season.

B4.1.2 For information purposes only, the Complex also has a restaurant, banquet facility and a classroom which are not part of the scope of the Work.

B4.2 Golf Course – Rounds / Revenues

Year	2010	2011	2012	2013	AVERAGE
Rounds Played	19,551	17,741	15,101	13,298	16,423
Green Fee Revenues	\$232,774	\$230,819	\$194,591	\$185,508	\$210,923
Amenity Revenues	\$90,000	\$97,500	\$91,000	\$87,000	\$91,375
Merchandise Sales	\$56,000	\$51,000	\$43,000	\$38,000	\$47,000

B4.2.1 Bidders are informed that the City makes no representations or warranties or sufficiency of the information provided about Rounds/Revenues from previous years. Further the City makes no representation or warranties as to likelihood of similar numbers for Rounds/Revenues being achieved by the Contractor for future years.

B5. ENQUIRIES

B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.

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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B5.7 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. The use and disclosure of the confidential information shall not apply to information which:

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

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity 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/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

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

- 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/she 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/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- 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.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.8, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B22.1(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.
- B9.2 The Proposal should also consist of the following components:
- (a) Experience of the Bidder;
 - (b) Staffing Plan;
 - (c) Recreational Amenity Promotional Plan;
 - (d) Recreational Amenity Pricing.
- B9.3 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.4 Further to B9.1, 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.
- B9.5 Further to B9.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.6 Bidders should submit one (1) unbound original (marked “original”) and two (2) copies.
- B9.7 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.8 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B22.1(a).
- B9.9 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.9.1 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.

B9.10 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.11 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/her own name, his/her 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/her 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/her 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/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

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 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 a percentage payable to the City for Items 1-3 and may provide a minimum annual payment to the City for Item 4 in Canadian funds for Work identified on Form B: Prices.

- B11.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B11.2 The revenues listed on Form B: Prices are to be considered approximate only. The City will use said revenues for the purpose of comparing Proposals.
- B11.3 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

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; 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.
- B12.2 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>
- B12.3 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);
 - (d) upon request of the Contract Administrator, obtain Security Clearances in accordance with PART F - .
- B12.4 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.
- B12.5 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. EXPERIENCE OF THE BIDDER

- B13.1 The Bidder should submit information in sufficient detail for the City to evaluate the experience of the Bidder by providing:
- (a) A short biography of their organization;
 - (b) Examples of past contracts similar in complexity, size, scope, and value;

- (c) Three (3) references for recent projects similar in size, scope and value. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the work.

B14. STAFFING PLAN

B14.1 The Bidder should submit a proposed Staffing Plan, providing the following information:

- (a) The number of employees the Bidder proposes to employ on the Work for:
 - (i) Pro Shop operations;
 - (ii) 1st tee Starter;
 - (iii) Mini putt kiosk;
 - (iv) Driving range;
 - (v) Instruction/ teaching;
 - (vi) Marshals;
- (b) A yearly staff schedule that indicates by month, the number of employees working each day in the Pro Shop, as a 1st tee Starter, and in the mini putt kiosk, and must also indicate the start and end time of each shift.

B15. RECREATIONAL AMENITY PROMOTIONAL PLAN

B15.1 The Bidder shall submit a Promotional Plan for the Pro Shop and Recreational Amenities which shall include:

- (a) A promotional budget;
- (b) An advertising Plan which shall contain:
 - (i) Type of advertising mediums to be used;
 - (ii) Amenity specials and discounts;
 - (iii) Amenity Promotional schedule:

B16. RECREATIONAL AMENITY PRICING

B16.1 The Bidder shall supply a Price Schedule which contains a list of the service being offered, or the item being rented and the applicable price(s) for each:

- (a) Mini Putt;
- (b) Driving range;
- (c) Shuffle Board;
- (d) Lawn Bowling;
- (e) Horse shoes;
- (f) Ski rental;
- (g) Skate rental;
- (h) Instruction / Teaching services.

B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B17.1 Proposals will not be opened publicly.

B17.2 After award of Contract, the names of the Bidders and the Contract amount of the successful Bidder will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B17.3 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.

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

B18. IRREVOCABLE OFFER

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

B18.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive 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.

B19. WITHDRAWAL OF OFFERS

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

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

B19.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B19.1.3 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 B19.1.3(b), declare the Proposal withdrawn.

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

B20. INTERVIEWS

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

B21. NEGOTIATIONS

B21.1 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.

B21.2 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.

- B21.3 If, in the course of negotiations pursuant to B21.2 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.

B22. EVALUATION OF PROPOSALS

- B22.1 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) Payment to the City; (70%);
- (d) Experience of the Bidder (10%);
- (e) Staffing Plan (10%);
- (f) Recreational Amenity Promotion Plan (5%);
- (g) Recreational Amenity Pricing (5%);
- (h) economic analysis of any approved alternative pursuant to B8.

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

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

- B22.4 Further to B22.1(c), Payment to the City shall be evaluated using the sum total of proposed revenues payable to the City for Items 1 to 4 as indicated on Form B: Prices. The Bidder with the highest proposed total revenues paid to the City will be awarded the full seventy (70) points. Other Bidders will be awarded points proportionately. If a Bidder provided a percentage of zero percent (0%) for items listed 1 to 3 listed on Form: B. Prices, a score "0" will be awarded for that item. If a Bidder provided a zero dollar value for Item 4, the Minimum Annual Payment, a score of zero (0) will be awarded for that item.

- B22.5 Further to B22.1(d), Experience of the Bidder shall be evaluated considering the information in response to B13.

- B22.6 Further to B22.1(e), the Staffing Plan shall be evaluated considering the information submitted in response to B14.

- B22.7 Further to B22.1(f), Recreational Amenity Promotion Plan shall be evaluated considering the information submitted in response to B15.

- B22.8 Further to B22.1(g), Recreational Amenity Pricing shall be evaluated considering the fairness and reasonability of the prices charged. Prices charged shall not be in excess of prevailing charges for the same kind of work and quality of service provided at similar facilities.

- B22.9 This Contract will be awarded as a whole.

B22.10 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22.11 Notwithstanding B22.1(d) to B22.1(g), where Proponents fail to provide a response to B9.2(a) to B9.2(d), the score of zero may be assigned to the incomplete part of the response.

B23. AWARD OF CONTRACT

B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B23.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.

B23.2.1 Without limiting the generality of B23.2, the City will have no obligation to award a Contract where:

- (a) the prices exceed the available City funds for the Work;
- (b) the prices are materially in excess of the prices received for similar work in the past;
- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B23.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

B23.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

B23.4 Notwithstanding C4 and Paragraph 6 of Form A; Proposal, the City may issue a purchase order to the successful Bidder in lieu of the execution of a Contract.

B23.5 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
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Management of Golf Pro Shop Operations and Recreational Amenities at the Harbour View Golf and Recreation Complex, 1867 Springfield Rd. for the period from April 1, 2014 to March 31, 2015 with the option of two mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within one hundred twenty (120) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on April 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The major components of the Work are as follows:

(a) Management of Golf Pro Shop Operations and the provision of Recreation Amenities at the Harbour View Golf and Recreation Complex, 1867 Springfield Rd., which include:

- (i) The Golf Pro Shop and 1st tee
- (ii) Recreational Amenities as listed in E2.2.

D2.3 The Work shall be done on an "as required" basis during the term of the Contract.

D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D2.5 The City intends to award this contract by March 21, 2014.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Alan Shane
Chief Operating Officer
Telephone No. 204 986-3999
Facsimile No. 204 986-6852

D3.2 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.

D3.3 Bids Submissions must be submitted to the address in B9.11.

D4. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D4.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D4.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D4.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D4.4 A Contractor who violates any provision of D4 may be determined to be in breach of Contract.

D5. NOTICES

- D5.1 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 facsimile number:
- The City of Winnipeg
Chief Financial Officer
Facsimile No.: 204 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

- D6.1 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.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover. Should the proposed operations include the sale or serving of liquor the limit will be increased to \$5,000,000 and include host liquor liability to remain in place at all times during the performance of the Work;
 - (b) An "all risk" property insurance policy for the full replacement cost insuring contents, equipment, stock and inventory used in the operation and management of the facility. Such policy shall contain a waiver of any subrogation right which the Contractor may have against the City and against those for whom the City is, in law, responsible.
 - (c) Commercial crime insurance including losses inside and losses outside the premises in the amount of at least \$15,000. Said policy to also include Employee Dishonesty.
 - (d) Automobile Liability Insurance covering all motor vehicles, owned and non-owned and operated and used or to be used by the Contractor directly or indirectly in the

performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

- D7.2 Deductibles shall be borne by the Contractor.
- D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.
- D7.6 All insurance, which the Contractor is required to obtain with respect to this Contract, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of Manitoba.

D8. PERFORMANCE SECURITY

- D8.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty thousand dollars (\$50,000); or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty thousand dollars (\$50,000); or
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty thousand dollars (\$50,000).
- D8.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.
- D8.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 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 D6;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the performance security specified in D8;

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. PAYMENT SCHEDULE

D10.1 Further to C11, payment shall be in accordance with the following payment schedule:

- D10.1.1 The percentage payable to the City from Green Fee Revenues, Amenity Revenues, merchandise sales, or the Minimum Annual Payment shall be paid annually no later than March 1st of the following year.
- D10.1.2 Payments received after the date specified in D10.1.1 shall be subject to the City's late payment policy, By-Law No. 5747/91 and any amendments thereto.

FORM H1: PERFORMANCE BOND
(See D8)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 46-2014

MANAGEMENT OF GOLF PRO SHOP OPERATIONS AND RECREATIONAL AMENITIES AT THE
HARBOUR VIEW GOLF AND RECREATION COMPLEX

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____ .

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- 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. LOCATION AND SCHEDULE OF WORK

- E2.1 The Work to be done under the Contract shall consist of the Management of Golf Pro Shop Operations and Recreational Amenities at the Harbour View Golf and Recreation Complex, 1867 Springfield in accordance with the requirements herein specified.

SITE

- E2.1 The buildings provided on Site for use are:
- (a) a Golf Pro Shop Building;
 - (b) A 1st Tee Starter Building;
 - (c) A Mini Putt Kiosk.
- E2.2 Recreational Amenities consists of:
- (a) 1 - 18 hole, Par 54, mini putt;
 - (b) 1 - Driving range (10 bays);
 - (c) 1 - Lawn bowling green;
 - (d) 4 – Outdoor shuffle boards;
 - (e) 4 – Tennis courts and a practice wall;
 - (f) 3 – Horse shoe pits.
- E2.3 Hours of Operation shall be as follows:
- (a) Harbour View is a year round facility. During the golf season, approximately April through October, Pro Shop hours of operation are sunrise to ½ hour after sunset.
 - (i) During the non-golf season, approximately November to March, Pro Shop hours will be adjusted to a minimum of 8 hours per day with the exception of approximately December 15 to January 10 when the hours of operation will be extended to 12 hours per day.
- E2.3.1 On occasion, during the winter operating season, operating hours may be increased to a maximum of 12 hour per day to accommodate increased facility usage or special events.
- E2.3.2 The Contract Administrator has the authority to change the hours of service through written notification to the Contractor.

E3. SERVICES SUPPLIED BY THE CONTRACTOR

- E3.1 The Contractor shall:
- (a) collect and remit to the City, all revenues payable as listed in Form B: Payment to the City;
 - (b) maintain all records, in a manner satisfactory to the Contract Administrator, for all revenues collected and be responsible for all such monies collected in his possession;
 - (c) maintain on the premises, at their own expense, for sale or amenity rental, a sufficient supply of quality golf equipment to meet the demands of the public;

- (d) provide and pay all costs associated with telephone, data connections, and hardware;
- (e) provide and maintain a web based on-line tee time reservation system;
- (f) perform all housekeeping duties consist with the upkeep of a Golf Course Pro Shop and related outer buildings used in the provision of the Work;
- (g) work with the City to develop joint Green Fee and Recreational Amenity promotions;
- (h) pay all costs associated with the transporting of revenues for deposit;
- (i) obtain all permits, licences and certificates, and pay all taxes and associated fees required for the performance of the Work;
- (j) provide annually, audited Financial Records by a Chartered Accountant or a Certified General Accountant to the Contract Administrator not later than ninety (90) days after the end of each Calendar year;
- (k) provide prior to the end of each Calendar year, rounds played and revenue statistics from all sources in a format as requested by the Contract Administrator;
- (l) employ, CPGA Certified instructor(s) to provide golf lessons for individuals and groups of all ability levels;
- (m) provide signage satisfactory to the Contract Administrator that is visible to the public and which displays Green Fee rates and Recreational Amenity Prices;
- (n) maintain a close and co-operative working relationship with golf course maintenance staff;
- (o) must provide and maintain ten (10) artificial driving range stations;
- (p) keep the mini putt clean of all debris on a daily basis to a level satisfactory to the Contract Administrator;
- (q) promote the facility as per the proposed Promotional Plan as listed in B15.1.
- (r) develop a comprehensive Junior Development Program;
- (s) liaise with User groups, Golf Agencies and Professional Organizations;
- (t) enforce all Golf Course Rules and Regulations governing the use of the golf course and the amenities;
- (u) provide a Marshal program to the Satisfaction of the Contract Administrator;
- (v) pay all taxes including, but not limited to, Federal and Provincial Sales Taxes, Provincial Payroll Tax, Municipal Business Tax and all other taxes arising from the Contractor's Work;
- (w) permit the Contract Administrator free access at any and all times to inspect, examine, copy or audit the said books of account and the Contractor shall furnish such supporting data and other data and other information relating thereto as the Contract Administrator or his/her designate may require;
- (x) provide fully qualified personnel to the satisfaction of the Contract Administrator;
- (y) provide at all times a sufficient number of personnel to provide proper and efficient service to the general public. The Contractor agrees to increase or decrease the number of employees at each concession upon a written request to do so from the Contract Administrator;
- (z) ensure that the Pro Shop operates on a daily basis throughout the term as prescribed in E2.3. Failure to operate in whole or in part on a daily basis without permission from the Contract Administrator shall result in a charge of \$200.00 for each day that the Pro Shop or any part or component Work is not in operation. An invoice listing dates and which site(s) in whole or in part that were closed will be forwarded to the Contractor;
- (aa) assume full responsibility for the actions of such personnel employed by the Contractor while performing services pursuant to this Contract and be solely responsible for the supervision, daily direction and control, payment of salaries (including withholding and paying income tax, unemployment insurance and Canada Pension) as same may be required by law;

- (bb) ensure that all Contractor staff are dressed in matching uniforms and are at all times clean and neat in appearance. The Contract Administrator will advise the Contractor of any employees who do not meet the acceptable appearance standards. Appearance standards are to be agreed upon between the Contractor and the Contract Administrator, however, should mutual agreement not be reached the Contract Administrator shall have final determination of appearance standards;
- (cc) not carry on any business in, from or about the Pro Shop other than the provision of services pertaining to the operation of the Pro Shop and recreational amenities as provided for and approved by the terms of this Contract; and
- (dd) take precautions to prevent fire occurring in or about buildings used in the provision of services provided under this Contract and observe and comply with all laws and regulations in force respecting fires by Federal, Provincial or Municipal authorities and comply with all instructions given to the Contract Administrator or other competent Federal, Provincial and Municipal authorities with regard to their safety and fire regulations.

E4. SERVICES SUPPLIED BY THE CITY

E4.1 The City of Winnipeg shall:

- (a) set annually, all fee green fee rates;
- (b) approve annually, proposed Recreational Amenity fees;
- (c) perform golf course maintenance to acceptable industry standards;
- (d) provide heat, light, hot and cold water, power services and garbage removal from the facility;
- (e) provide snow removal from all parking lots, main access roads, and the court yard as determined necessary by the City;
- (f) maintain the lake for skating and tobogganing as deemed necessary by the City
- (g) maintain and cut grass throughout the facility including the driving range and lawn bowling green;
- (h) determine the opening and closing dates, hours of operation, and whether the facility (or any part thereof) should be temporarily closed due to inclement weather conditions;
- (i) repair and maintain all City-owned mechanical and electrical equipment as determined necessary by the City.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 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. This can be obtained from the police service having jurisdiction at his/her place of residence
- F1.2 The following is a link to information for obtaining the Criminal Record Search certificate including the Vulnerable Sector screening from the City of Winnipeg Police Service.
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search
- F1.2.1 The Criminal Record Search shall include a Vulnerable Sector Screening. This can be obtained by following the link below
http://winnipeg.ca/police/pr/info_request.stm#crim_record_search.
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original 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.
- F1.4 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.
- F1.5 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.
- F1.6 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.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated 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.