



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 137-2010

PROVISION OF AUCTIONEERING SERVICES

TABLE OF CONTENTS

PART A - BID SUBMISSION

Form A: Bid	1
Form B: Prices	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Background Information	1
B4. Enquiries	2
B5. Addenda	2
B6. Substitutes	2
B7. Bid Submission	3
B8. Bid	4
B9. Prices	5
B10. Qualification	5
B11. Opening of Bids and Release of Information	6
B12. Irrevocable Bid	6
B13. Withdrawal of Bids	7
B14. Evaluation of Bids	7
B15. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Work	1
D3. Definitions	1
D4. Contract Administrator	1
D5. Contractor's Supervisor	2
D6. Notices	2

Submissions

D7. Authority to Carry on Business	2
D8. Insurance	2
D9. Security Clearance	3

Control of Work

D10. Commencement	4
D11. Prime Contractor – The Workplace Safety and Health Act (Manitoba)	4
D12. Safety	4
D13. Orders	5
D14. Records	5

Measurement and Payment

D15. Invoices	5
D16. Payment	6

PART E - SPECIFICATIONS

General

E1. Applicable Specifications and Drawings	1
E2. Services	1
E3. Advertising	4
E4. Auction Facilities	5
E5. General Conduct of Auctions	5
E6. Conflict of Interest	6

E7. Reserve Bids

6

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF AUCTIONEERING SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 30, 2010.

B2.2 Bids 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. BACKGROUND INFORMATION

B3.1 The Bidder is advised that the number of vehicles, equipment, office furniture, etc can vary greatly from year to year and auction to auction. Further to this, the method of transporting these goods from City facilities to the auction can also vary greatly from the information provided.

B3.2 The following information (from September 1, 2009 to October 31, 2009 Auction Sales), relates to Section A Vehicles, Equipment, Related Attachments and Parts is provided for the convenience of the Bidder's:

- (a) Approximately 89 items were offered for sale;
- (b) Estimated gross sales were \$253,227.00; and
- (c) There were three (3) auctions at which City goods were sold.

B3.3 Further to B3.2, the estimated items transported by the auctioneer/City were:

- (a) Vehicles driven 28;
- (b) Vehicles towed 0;
- (c) Items picked-up 40; and
- (d) Flat bed utilized 21.

B3.4 The following information (from January 29, 2007 to July 20, 2009 Auction Sales), relates to Section B Office Equipment and Furnishings is provided for the convenience of the Bidder's:

- (a) Approximately 418 items were offered for sale;
- (b) Estimated gross sales were \$19,820.00; and
- (c) There were eight (8) auctions at which City goods were sold
- (d) The average sale was approximately \$47.42.

B3.5 Further to B3.4, the estimated items transported by the auctioneer were:

- (a) Part Load (Truck/Van) 12; and
- (b) Full Load (Truck/Van) 8.

B3.6 The majority of the items offered for sale in Section B was furniture and office equipment.

B3.7 The following information, from the 2009 Bicycle auction – Section C, is provided for the convenience of the Bidder's:

- (a) Approximately 775 bicycles were sold;
- (b) Approximate gross sales were \$60,650.00, not including PST and GST; and

(c) The average sale price was approximately \$78.26.

B3.8 The following information, from 2009 Section D – Police auction sale, is provided for the convenience of the Bidders:

- (a) Approximate number of items sold: 432;
- (b) Approximate gross sales were: \$24,932.00; and
- (c) There was one (1) auction sale.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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.

B4.3 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.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 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.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B5.2 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.

B5.2.1 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>

B5.2.2 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.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B6. SUBSTITUTES

B6.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B6.3 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.
- B6.4 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.
- B6.5 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.
- B6.6 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.
- B6.6.1 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.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B6.8 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 B14.
- B6.9 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.
- B6.10 Notwithstanding B6.2 to B6.9, and in accordance with B7.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B7. BID SUBMISSION

- B7.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B7.2 Further to B7.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B6.

- B7.3 All components of the Bid 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 Bid.
- B7.4 Bidders are advised not to include any information/literature except as requested in accordance with B7.1.
- B7.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B7.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B7.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B7.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.
- B8. BID**
- B8.1 The Bidder shall complete Form A: Bid, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid 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.
- B8.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B8.4 Paragraph 10 of Form A: Bid 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B8.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Bidder shall state a percentage for the Auctioneer's Fees for all of the items identified on Form B: Prices. For all other items the Bidder shall state a price in Canadian Funds for each item of the Work identified on Form B: Prices.

B9.1.1 Bidders are advised to submit prices for the unit of measure indicated on Form B: Prices, where units of measures are provided. Prices provided that deviate from the unit of measure provided by the City or on Form B: Prices, may not be able to be evaluated and may cause the bid to be rejected.

B9.1.2 Notwithstanding C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.

B9.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B9.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.4 The Bidder must specify any other applicable charges payable by the City or by the purchasers of City goods. Other charges which have not been stipulated in the bid or otherwise approved by the City will not be permitted.

B9.5 Bidders are advised that large variations in quantities, type and quality of goods offered for sale and services provided may occur from auction to auction and year to year. Bidders are advised to take this into consideration when completing their Bid. The quantities identified on Form B: Prices represent what was sold during the period stated in B3.2, B3.4, B3.7 and B3.8.

B9.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. QUALIFICATION

B10.1 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.

- B10.2 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>
- B10.3 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).
- B10.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, the following:
- (a) proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor; and
 - (b) details of the type of equipment proposed to use or have available to transport/load/unload City of Winnipeg equipment; and
 - (c) for Section A, address of a web site proposed to use to advertise auctions for national exposure (ie: Skype); and
 - (d) evidence of ability to provide electronic historical data of make, model, type, price, hours, mileage of items sold at the auction house.
- B10.5 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.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

- B11.1 Bids will not be opened publicly.
- B11.2 Following the Submission Deadline, the names of the Bidders and their total bid price (unevaluated, and pending review and verification of conformance with requirements) 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>
- B11.3 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>
- B11.4 The Bidder is advised that any information contained in any Bid 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.

B12. IRREVOCABLE BID

- B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.

B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 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.

B14. EVALUATION OF BIDS

B14.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) Total Bid Price;
- (d) economic analysis of any approved alternative pursuant to B6.

B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.

B14.4 Further to B14.1(c), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices. Other charges will be evaluated considering the City's best estimate as to the number of times the proposed fees would be levied. This amount will be added to the Bid Price for evaluation purposes.

B14.5 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 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 Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, 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 Bid 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.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n), 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
- C0.2 A reference in the Bid Opportunity 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 auctioneering services for the period from October 1, 2010 until September 30, 2011, with the option of four (4) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) 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 October 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) Provision of labour, supervision, materials, facilities, security, advertising and services necessary for the transportation, storage and auction sales of equipment, office equipment and furniture, tools and vehicles;
- (b) Provision of labour, supervision, materials, facilities, security, advertising, transportation and storage and auction sale of unclaimed property; and
- (c) Provision of labour, supervision, materials, equipment, security and auction sale of bicycles.

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 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**User**" means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Debbie Shkolny
Contracts Officer
Corporate Finance Department
Materials Management Division
Main Floor, 185 King Street
Winnipeg MB R3B 1J1

Telephone No. (204) 986-2249
Facsimile No. (204) 949-1178

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. NOTICES

D6.1 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

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 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.

D8. INSURANCE

D8.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance.
- (c) A Standard Garage Automobile Insurance Policy with the minimum limits as follows:
 - (i) Section A – Third Party Liability - in the amount of at least Two Million Dollars (\$2,000,000.00);

- (ii) Section E1 – Collision or Upset – for vehicles in the care, custody, or control of the Contractor in the amount of at least one hundred thousand dollars (\$100,000) per loss, with a maximum deductibles of one thousand dollars (\$1,000)
 - (iii) Section E2 – Specified Perils – in the amount of least two hundred and fifty thousand dollars (\$250,000); if applicable, coverage to also include open lot pilferage endorsement, with a maximum deductible of one thousand dollars (\$1,000);
 - (iv) The City of Winnipeg to be added as an additional insured
- (d) Maintain and pay for an Employee Dishonesty Bond, in an amount of not less than two hundred thousand dollars (\$200,000) covering all of the Contractors employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by the fraudulent or dishonest act, or acts, of the Contractors, Contractors employees, Agents, or Subcontractors.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate 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 seven (7) Calendar Days from notification of the award of Contract.

D8.4 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.

D8.5 The City shall the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D9. SECURITY CLEARANCE

D9.1 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.

D9.2 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 Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Bid Opportunity 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
 - (i) 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
- (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

D9.2.1 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.

D9.3 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.

- D9.4 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.
- D9.5 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.
- D9.6 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

D10. COMMENCEMENT

- D10.1 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.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of safety program specified in B10.3(c);
 - (ii) evidence of authority to carry on business specified in D7;
 - (iii) evidence of the workers compensation coverage specified in C6.14;
 - (iv) evidence of the insurance specified in D8; and
 - (v) the security clearances specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D11.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D12. SAFETY

- D12.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D12.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D12.3 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D13. ORDERS

- D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D13.2 The Contractor shall make provisions to receive orders, by an means identified in D13.1 above, at all times between 8:30 a.m. and 4:30 p.m., on Business Days.

D14. RECORDS

- D14.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D14.2 The Contractor shall compile a complete tabulation of each auction including:
- (a) Name of purchaser and address;
 - (b) Date of the auction;
 - (c) Type, quantity and final bid price of each good sold;
 - (d) Manitoba Retail Sales Tax (MRST or PST) paid (or, for a purchaser claiming Manitoba Retail Sales Tax exemption, the purchaser's vendor registration number or purchase exemption certificate and, where applicable, their license number) for each item purchased exempt of tax;
 - (e) Goods and Services Tax (GST) paid for each good sold;
 - (f) Method of transportation and other charges for each item sold;
 - (g) Disposal of excess and surplus supplies and equipment sheet number, serial number and/or other unique identifying number for the goods sold;
 - (h) The Contractor's commissions charged for each item sold; and
 - (i) The amount payable of GST and PST where applicable, shown as separate amounts;
 - (j) The amount payable to the City as a total; and
 - (k) A summation of the gross sales, Contractor's fees and charges and net payment to the City.
- D14.3 Further to D14.2, all sales shall be supported by a copy of the sales invoice from the Contractor to the purchaser of the goods. A copy of this invoice shall be provided to the City for the sale of all goods.
- D14.4 The Contractor shall provide the Contract Administrator or designate with a copy of the records for Section A and B within ten (10) Calendar Days of the auction sale and for Section C and D by the Wednesday following the auction sale.
- D14.5 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 books and records of the Contractor. The Contractor shall furnish such supporting data and other information relating thereto as the Contract Administrator may require.
- D14.6 Further to D14.5, the City acting reasonably shall have the right to request the auction tapes of the Contractor be provided for the sale of City goods.

MEASUREMENT AND PAYMENT

D15. INVOICES

- D15.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street

Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D15.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 The Contractor shall be paid based on a percentage of gross sales not including Manitoba Retail Sales Tax (MRST) or Goods and Services Tax (GST) for the auctioning of the goods.

D16.2 For Sections A, B and D, the Contractor shall remit all taxes collected to the appropriate government authority, with the exception of the Goods and Services Tax which shall be remitted by the City.

D16.3 Payment due to the City shall be the gross proceeds of the sale of City goods less:

- (a) Manitoba Retail Sales Tax collected, which the Contractor shall pay directly to the Province;
- (b) The Auctioneer's Fees calculated in accordance with Form B: Prices and as approved by the Contract administrator;
- (c) The Transportation Fees calculated in accordance with Form B: Prices and as approved by the Contract Administrator;
- (d) Other Charges calculated in accordance with Form B: Prices and as approved by the Contract Administrator; and
- (e) Goods and Services Tax (GST) with respect to the Auctioneer's fees, Transportation Fees and approved Other Charges.

D16.4 Payment to the City shall be in the form of a cheque made payable to "The City of Winnipeg". For Section A and B the monies shall be delivered to the Contract Administrator. For Section D the monies shall be delivered to the Winnipeg Police Service.

D16.5 For Section A and B payment shall be made within ten (10) calendar days of the auction sale and for Section D by the Wednesday following the auction sale.

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 B6.

E2. SERVICES

SECTION A – VEHICLES, EQUIPMENT, RELATED ATTACHMENTS AND PARTS

- E2.1 The Contractor shall provide all labour, supervision, materials, facilities, security, advertising and services necessary for the transportation, storage and auction sales of the equipment, office equipment and furniture, tools and vehicles.
- E2.2 Further to E2.1, the Contractor shall have as a minimum a one and a half (1.5) acre hard packed gravel, concrete or asphalt surface parking lot available for public parking at the various auctions. Parking on street or on road will not be considered appropriate public parking.
- E2.3 The City will select the specific goods for disposal under this Contract and reserves the right to dispose of goods by other methods.
- E2.4 The City shall provide the Contractor a disposal form which may be for a single item or for a number of items. When more than one item is being disposed of the City will provide a unique identifier number for each item listed. This may be an asset number, serial number or some other number as determined by the City.
- E2.5 Further to E2.4, the Contractor shall use such numbers to account for all items held for sale and reporting same to the City after they are sold.
- E2.6 The Contractor shall, upon the request of a User, transport goods from various locations in the City to the Contractor's storage facility, or vice versa in the case of goods to be returned to the City unsold.
- E2.7 Goods shall be transported within three (3) working days of a request. The City reserves the right to assess a storage fee of thirty (\$30.00) per day for items not transported within this time period.
- E2.8 The City will assist in loading goods only to the extent practical at each pick-up point. The City shall be the sole judge as to when assistance in loading goods is considered to be practical. The Contractor should not expect or plan on any assistance at any pick-up location. Where special arrangements are required (e.g., crane rental), the Contractor shall submit a firm price for the special service and shall proceed only upon written authorization by the City.
- E2.9 The City will remove license plates from vehicles before pick-up for transportation by the Contractor. The Contractor shall provide the necessary licenses for drivable units to be transported.
- E2.10 The City may, at its option, deliver goods to the Contractor's storage facility.
- E2.11 The Contractor shall be responsible for the safe transportation, handling and storage of goods placed in his care until such time as possession passes to the purchaser, or to the City in the case of goods to be returned to the City unsold.
- E2.12 Further to E2.11, the Contractor shall transport all goods, vehicles and equipment in order of the most cost effective method to the City. For example if the fee for driving a vehicle, that is in a

safe driving condition, is ten (\$10.00) dollars and the fee for towing is forty (\$40.00) then the vehicle will be driven.

- E2.13 The Contractor shall be liable to the City for any damage, loss or reduction of value of goods in the Contractor's care.
- E2.14 The Contractor shall not, without prior written approval by the City, hold goods for more than sixty (60) days without offering them at auction.
- E2.15 The Contractor must have an operating internet bidding system. The Contractor must have systems in place that can log the total number of internet bidders logged on and participating in each auction. The Contractor will be required to provide this information should it be requested by the Contract Administrator.
- E2.16 The Contractor shall have a projection screen or a large screen monitor available at each auction for viewing of goods being auctioned. All available information related to the item for sale shall be posted simultaneously.

SECTION B – OFFICE EQUIPMENT AND FURNISHINGS

- E2.17 The Contractor shall provide all labour, supervision, materials, facilities, security, advertising and services necessary for the transportation, storage and auction sales of the equipment, office equipment and furniture, tools and vehicles.
- E2.18 Further to E2.17, the Contractor shall have as a minimum a one and a half (1.5) acre hard packed gravel, concrete or asphalt surface parking lot available for public parking at the various auctions. Parking on street or on road will not be considered appropriate public parking.
- E2.19 The City will select the specific goods for disposal under this Contract and reserves the right to dispose of goods by other methods.
- E2.20 The City shall provide the Contractor a disposal form which may be for a single item or for a number of items. When more than one item is being disposed of the City will provide a unique identifier number for each item listed. This may be an asset number, serial number or some other number as determined by the City.
- E2.21 Further to E2.20, the Contractor shall use such numbers to account for all items held for sale and reporting same to the City after they are sold.
- E2.22 The Contractor shall, upon the request of a User, transport goods from various locations in the City to the Contractor's storage facility, or vice versa in the case of goods to be returned to the City unsold.
- E2.23 Goods shall be transported within three (3) working days of a request.
- E2.24 The City will assist in loading goods only to the extent practical at each pick-up point. The City shall be the sole judge as to when assistance in loading goods is considered to be practical. The Contractor should not expect or plan on any assistance at any pick-up location. Where special arrangements are required (e.g., crane rental), the Contractor shall submit a firm price for the special service and shall proceed only upon written authorization by the City.
- E2.25 The City may, at its option, deliver goods to the Contractor's storage facility.
- E2.26 The Contractor shall be responsible for the safe transportation, handling and storage of goods placed in his care until such time as possession passes to the purchaser, or to the City in the case of goods to be returned to the City unsold.
- E2.27 The Contractor shall be liable to the City for any damage, loss or reduction of value of goods in the Contractor's care.

- E2.28 The Contractor shall not, without prior written approval by the City, hold goods for more than sixty (60) days without offering them at auction.
- E2.29 The Contractor shall have a projection screen or a large screen monitor available at each auction for viewing of goods being auctioned. All available information related to the item for sale shall be posted simultaneously.

SECTION C - BICYCLES

- E2.30 The Contractor shall provide auctioneering and related services on an annual basis for a two (2) day auction.
- E2.31 The City shall:
- (a) Provide the auction facility;
 - (b) Transport the bicycles to the auction site;
 - (c) Remove unsold items from the premises; and
 - (d) Collect payment for all sold items in the form of cash, Visa, MasterCard, American Express and Interac.
- E2.32 The Contractor shall:
- (a) Provide computerized auction services before, after and during the auction for all accounting and bidder information;
 - (i) Including the provision of a digital reader board controlled and operated by the Contractor's staff. The digital reader board should provide bidders with the following continually updated information:
 - (1) Lot number;
 - (2) Description of bicycle, including make and colour;
 - (3) Current bid;
 - (4) Final sale amount or successful bid; and
 - (5) Successful bidder number.
 - (b) Provide adequate personnel for the following duties from the start to the close of the auctions;
 - (ii) Clear the unsold bicycle storage/viewing area prior to the start of the auction;
 - (iii) Keep all unauthorized persons out of the unsold bicycle storage/viewing area during the auction;
 - (iv) Move bicycles from the unsold bicycle storage/viewing area to the auction sale area;
 - (v) Move the bicycles from the sale area to the sold bicycle holding area;
 - (vi) Keep all unauthorized persons out of the sold bicycle holding area during the auction period and until such time as all the bicycles are claimed by the successful bidders;
 - (vii) Issue a notice of successful bid purchase (in triplicate) to the successful bidder for the bicycles which are sold having the following information:
 - (1) The bidder's name and bidder registration number;
 - (2) Auction tag number for the bicycle; and
 - (3) The amount of the successful bid with the applicable GST/PST as a separate item.
 - (c) After the bidder has paid and presented proof of purchase provide them with their purchased bicycle(s). The City of Winnipeg's cashier shall issue the proof of purchase.
 - (d) Compile a complete tabulation of the auction for each item sold including:
 - (i) Name, address, phone number and assigned bidder number of the purchaser; and
 - (ii) Price paid for each item and shall deliver a copy of the tabulation to the License Branch no later than 4:30 p.m., the first Wednesday following the auction.

SECTION D – UNCLAIMED PROPERTY (POLICE)

- E2.33 The Contractor shall provide all labour, supervision, materials, facilities, security, advertising, and transportation to the auction site, and storage for the auction sale of unclaimed properties for the City.
- E2.34 The City will select the items for sale from the recovered unclaimed properties. The City reserves the right to dispose of the goods by any method.
- E2.35 The City will provide the Contractor with a detailed list of items for auction.
- E2.36 The Contractor shall transport the goods from the Winnipeg Police Services Evidence Control, 850 Empress Avenue to their auction site; or transport the goods back to the Evidence Control from their auction site in the case of unsold goods.
- E2.37 Goods shall be transported within three (3) working days of a request.
- E2.38 Notwithstanding E2.36, the City may, at its option, deliver the listed items to the Contractor's auction site.
- E2.39 The Contractor shall be responsible for the safe storage, handling, and transportation of the listed items in their care until title passes to the purchaser or the unsold goods are returned to the City.
- E2.40 The Contractor shall at the time of sale:
- (a) Issue a notice of successful bid purchase to the successful bidder for the unclaimed property which is sold having the:
 - (i) Name of bidder and bidder registration;
 - (ii) Auction tag number for the unclaimed material sold; and
 - (iii) Amount of successful bid with applicable GST and PST shown as a separate item.
 - (b) Present the successful bidder their purchased material when shown a proper proof of payment for purchases.
- E2.41 The Contractor shall compile a complete detailed list of items sold showing:
- (a) The name, address, phone number, and bidder registration number of the purchaser for each item;
 - (b) Price paid for each item not including GST and PST.
- E2.42 The Contractor shall deliver this detailed list to the Winnipeg Police Services no later than 4:30 p.m. on the first Wednesday following the auction sale.
- E2.43 The Contractor shall provide computerized auction services before, after, and during the auction sale for all accounting and bidders' information.
- E2.44 The Contractor will hold approximately four (4) auctions annually, depending upon the number of articles accumulated for sale.

E3. ADVERTISING

- E3.1 The Contractor shall advertise each auction in at least one (1) daily newspaper, with a minimum circulation of 150,000.
- E3.2 The advertisement shall be placed at least two (2) times during the ten (10) day period immediately preceding each auction.
- E3.3 The Contractor shall be responsible for all costs associated with placing each advertisement.

- E3.4 The Contractor shall submit a proposed format for advertising auctions to the Contract Administrator for approval before any such advertisement is placed for publication or broadcast.
- E3.5 The Contractor may obtain artwork from the City for the Work covered by Section B. However, the advertising copy shall be submitted to the user for approval prior to being placed.
- E3.6 The advertisement for Section C must state that the articles offered for sale by auction are unclaimed property held by the Winnipeg Police Services.
- E3.7 The minimum size of the advertisement shall be no less than 4 ½ inches by 1 15/16 inches in size.
- E3.8 The positioning of the advertisements will be at the discretion of the Contractor.

E4. AUCTION FACILITIES

- E4.1 For Sections A and C, the Contractor shall provide an auction facility including a heated, enclosed area suitable for year round use.
- E4.2 The enclosed area shall be of sufficient size to accommodate a minimum of two hundred (200) bidders and allow for secured display of goods for potential bidder viewing.
- E4.3 The Contractor is not required to use the enclosed area if weather conditions reasonably allow for an outdoor auction.
- E4.4 The auction facility shall be within ten (10) kilometres of the City of Winnipeg boundary as defined by the City of Winnipeg Charter.

E5. GENERAL CONDUCT OF AUCTIONS

- E5.1 All auctions shall be open to the general public.
- E5.2 For Section A, the goods held may be auctioned in conjunction with other goods provided that the auctions are conducted in a manner that will not detrimentally affect the sale of the City's goods.
- E5.3 For Section A and C, the Contractor shall not conduct concurrent auctions on site on those days when the City has goods being offered for sale.
- E5.4 For Sections B and C, goods may not be auctioned in conjunction with any other goods.
- E5.5 All goods shall be sold on an "as is" basis and The City makes no representation or warranty with respect to the fitness, merchantability, suitability or durability of any of the goods for any purpose. This stipulation shall be announced by the Contractor immediately before the commencement of each auction and shall be noted on all Bills of Sale.
- E5.6 For Section A, payment in full by the purchasers shall be due within seven (7) calendar days of each auction except as otherwise approved by the City. Failure by a purchaser to make payment within such time shall be considered breach of contract and the goods shall be re-auctioned at a subsequent auction. No fee will be paid for the initial auction and a fee will be paid for the second auction.
- E5.7 For Section C, payment in full by the purchasers shall be due immediately. Failure by a purchaser to make payment shall be considered breach of contract and the goods shall be subsequently re-auctioned.
- E5.8 For Section A and C, the Contractor shall collect and manage all monies. The Contractor shall be responsible for all monies due to The City until such monies are delivered to and accepted by The City.

E5.9 The Contractor shall not give possession of any City's goods to a purchaser until payment in full is rendered.

E6. CONFLICT OF INTEREST

E6.1 The Contractor shall not bid upon or purchase, directly or through any agent or employee, any of the City's goods auctioned under this Contract.

E6.2 The Contractor shall not permit any employees to bid upon or purchase, for their own use or on behalf of any other party, any of the City's goods auctioned under this Contract.

E7. RESERVE BIDS

E7.1 The City reserves the right to stipulate reserve bids for any of The City's goods to be sold at auction.

E7.2 In the event that a bid meeting or exceeding the reserve bid is not obtained at an auction, The City may:

- (a) have a designated authorized person approve the sale of the goods below the reserve bid amount;
- (b) reduce or eliminate the reserve bid and order that the goods be re-auctioned at a subsequent auction; or
- (c) order the return of the goods to The City unsold.

E7.3 In the case where the goods are re-auctioned, no fee will be paid for the initial auction, and a fee will be paid for the second auction.

E7.4 In the case where the goods are returned to The City unsold, or where the second auction is also successful, a fee will be paid on the basis of the Contractor's percentage fee calculated on one half of the reserve bid.