



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 523-2005

PROVISION OF AUCTIONEERING SERVICES

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PART B - BIDDING PROCEDURES

B1. PROJECT TITLE

B1.1 PROVISION OF AUCTIONEERING SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, January 24, 2006.

B2.2 Bid Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. 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 2005 to October 2005 Auction Sales), relates to Section A Vehicles, Equipment, Related Attachments and Parts is provided for the convenience of the Bidder's:

- (a) Approximately 94 items were offered for sale;
- (b) Estimated gross sales were \$215,000.00; and
- (c) There were four (4) 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 20;
- (b) Vehicles towed 9;
- (c) Items picked-up 12; and
- (d) Flat bed utilized 53.

B3.4 The following information (from September 2005 to October 2005 Auction Sales), relates to Section B Office Equipment and Furnishings is provided for the convenience of the Bidder's:

- (a) Approximately 331 items were offered for sale;
- (b) Estimated gross sales were \$4,500.00; and
- (c) There were four (4) auctions at which City goods were sold.

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

- (a) Part Load (Truck/Van) 6; and
- (b) Full Load (Truck/Van) 1.

B3.6 The majority of the items offered for sale in Section B were computer monitors and computers.

B3.7 The following information, from the 2005 Bicycle auction – Section C, is provided for the convenience of the Bidder's:

- (a) Approximately 905 bicycles were sold;

- (b) Approximate gross sales were \$47,824.00, not including PST and GST; and
- (c) The average sale was approximately \$52.84.

B3.8 The following information, from 2005 Section D – Police auction sale, is provided for the convenience of the Bidders:

- (a) Approximate number of items sold 600;
- (b) Approximate gross sales were \$14,300.00; 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 notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B4.3 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.

B4.4 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.

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

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 Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Bid.

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 proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- 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 shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with 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.
- B7. BID SUBMISSION**
- B7.1 The Bid Submission consists of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.

- B7.2 All components of the Bid Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Bid.
- B7.3 The Bid Submission shall be submitted enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address.
- B7.3.1 Samples or other components of the Bid Submission 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.
- B7.4 Bid Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.5 Bid Submissions shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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 shall be printed below such signatures.

B8.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.

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 Submission 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 any or all of the auctions 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 Notwithstanding GC.9.01(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 the total quantity, type and quality of goods offered for sale and services provided vary from auction to auction and year to year. The quantities identified on Form B: Prices represent what was sold during the period of . 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.

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;
- (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
- (c) be financially capable of carrying out the terms of the Contract;
- (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
- (e) have successfully carried out work, similar in nature, scope and value to the Work;
- (f) employ only Subcontractors who:
 - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and

- (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract;
- (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).

B10.2 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B10.3 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bid Submissions will not be opened publicly.

B11.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 The Bidder is advised that any information contained in any Bid Submission may be released if required by City policy or procedures, The Freedom of Information and Protection of Privacy Act (Manitoba), or by other authorities having jurisdiction.

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 GC.7.06(2), 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 shall:

- (a) retain the Bid Submission until after the Submission Deadline has elapsed;
- (b) open the Bid Submission 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 (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B10 (pass/fail);
- (c) 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 Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements 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 Submission 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 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 may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.

B14.5.1 Notwithstanding B9.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.

B14.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.

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.

B15.4 Notwithstanding GC.3.01 and GC.3.02, 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 GC.1.01(7), 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

C1. GENERAL CONDITIONS

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

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

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of auctioneering services for the period of April 1, 2006 to March 31, 2009, with an optional, mutually agreed upon three (3) year extension.
- 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 Subject to GC.4.07, 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) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;

- (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) "**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:

Tony Roziere
Supervisor of Commodity Tax & Transportation
185 main Street, Main Floor

Telephone No. (204) 986-4623

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

D6. NOTICES

D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg

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

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. WORKERS COMPENSATION

D8.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 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 and non-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 City being added as an additional insured. The Contractor's form of this policy shall include:
 - (i) Third Party Liability in the amount of at least Two Million Dollars (\$2,000,000.00) and;
 - (ii) Legal liability for damage to vehicles while in the care, custody or control of the Contractor of:
 - (1) Collision or upset in the amount of at least Seventy-Five Thousand Dollars (\$75,000.00) per loss with a maximum deductible of Five Hundred Dollars (\$500.00);
 - (2) Specified perils in the amount of at least Two Hundred and Fifty Thousand Dollars (\$250,000.00); and
 - (3) Open lot pilferage endorsement to D9.1(c)(ii)(2), if applicable, with a maximum deductible of Five Hundred Dollars (\$500.00).

D9.2 Deductibles shall be borne by the Contractor.

- D9.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.
- D9.5 The Contractor shall, during the term of the Contract, maintain and pay for an Employee Dishonesty Bond in the amount of at least Fifty Thousand Dollars (\$50,000.00) endorsed so that the City would be covered for any direct loss of money or other property caused by the fraudulent or dishonest act or acts of the Contractor or any one or more of its employees.

D10. SECURITY CLEARANCE

- D10.1 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.
- D10.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.
- D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

CONTROL OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D8;
 - (iii) evidence of the insurance specified in D9; and

- (iv) the security clearances specified in D10.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12. ORDERS

- D12.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D12.2 The Contractor shall make provisions to receive orders, by any means identified in D12.1 above, at all times between 8:30 a.m. and 4:30 p.m., on Business Days.

D13. RECORDS

- D13.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D13.2 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.
- D13.3 Further to D13.2, 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.
- D13.4 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.
- D13.5 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.
- D13.6 Further to D13.5, the City acting reasonably shall have the right to request the auction tapes of the Contractor be provided for the sale of City goods.

D14. PAYMENT

- D14.1 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.
- D14.2 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.
- D14.3 Payment due to the City shall be the gross proceeds of the sale of City goods less:
- (a) Provincial 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.
- D14.4 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.
- D14.5 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. GENERAL

E1.1 These Specifications shall apply to the Work.

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;
 - (i) Clear the unsold bicycle storage/viewing area prior to the start of the auction;
 - (ii) Keep all unauthorized persons out of the unsold bicycle storage/viewing area during the auction;
 - (iii) Move bicycles from the unsold bicycle storage/viewing area to the auction sale area;
 - (iv) Move the bicycles from the sale area to the sold bicycle holding area;
 - (v) 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;
 - (vi) 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.