

# THE CITY OF WINNIPEG

# **BID OPPORTUNITY**

**BID OPPORTUNITY NO. 391-2006** 

**PROVISION OF MOVING SERVICES** 

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#### **PART B - BIDDING PROCEDURES**

#### **B1.** CONTRACT TITLE

B1.1 PROVISION OF MOVING SERVICES

#### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 4:00 pm Winnipeg time, June 21, 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.** SITE INVESTIGATION

- B3.1 Further to GC.2.01, the Contract Administrator or an authorized representative will be available: June 16<sup>th</sup> from 9:00 a.m. to 10:30 a.m. at 1199 Pacific: from 11:00 am to 12:00 pm at 700 Assiniboine Park Drive and from 12:30 pm to 1:30 pm at 100 Main Street to provide Bidders access to the Sites.
- B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

#### **B4. 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 the Submission Deadline.
- 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 may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B7.4 If the Bid Submission 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 Branch 185 King Street, Main Floor Winnipeg MB R3B 1J1

- B7.4.1 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.
- B7.5 If the Bid Submission is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B7.5.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B7.6 Bid Submissions 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;
  - (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.
- 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 the lump sum price in Canadian funds for the Work on Form B: Prices.
- B9.2 The Bidder shall state a separate price in Canadian funds for the following items of Work on Form B: Prices:
  - (a) Separate Price Item No. 1 shall be the amount to be deducted from the lump sum price if Building Services Division elects not to move to the new location.

#### **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 Following the Submission Deadline, the names of the Bidders and their bid prices (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 Branch internet site at <a href="http://www.winnipeg.ca/matmgt">http://www.winnipeg.ca/matmgt</a>.
- 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 Branch internet site at http://www.winnipeg.ca/matmgt.
- B11.4 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 until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within 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) 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 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 Total Bid Price shall be the lump sum price shown on Form B: Prices.
  - (a) if the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder is within the budgetary provision for the Work, no adjustment will be made to the lump sum price bid; or
  - (b) if the Building Services Division receives authority to remain in their current location, the amount will be adjusted by deducting from the Contract the separate price listed in B9.2 from the Total Bid Price of the lowest evaluated responsive Bid submitted by a responsible and qualified Bidder.
- B14.4.1 If there is any discrepancy between the lump sum price written in figures and the lump sum price written in words, the price written in words shall take precedence.
- 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.
- 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 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 moving services for the 1155/99 Pacific Avenue from July 3<sup>rd</sup>, 2006 to July 27<sup>th</sup>, 2006 and from September 8<sup>th</sup>, 2006 to September 24<sup>th</sup>, 2006.
- D2.2 The Work is the moving of various office equipment and furniture to the new building

#### 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;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Jim Galley

Planning Property and Development Department

3-65 Garry Street,

Telephone No. (204) 986-2130 Facsimile No. (204) 947-2284

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 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 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, to remain in place at all times during the performance of the Work.
- 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.

#### 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.
- 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.
- 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 any Work.

#### **SCHEDULE 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:
    - 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.

#### **WARRANTY**

#### D12. WARRANTY

- D12.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.2 Notwithstanding GC.10.01, GC.10.02 and D12.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.

The City of Winnipeg
Bid Opportunity No. 391-2006

Template Version: S320066611



## WINNIPEG POLICE SERVICE SECURITY CLEARANCE CHECK SERVICES – DIVISION 30

Supplemental Conditions Page 5 of 5

NAME OF EMPLOYER & BUSINESS ADDRESS:				
NATURE OF WORK BEING DONE F PROVISION OF MOVING SERVICES		RVICE:		
WARNING: ANY FALSE OR INC	OMPLETE INFORMATION	MAY RESULT IN	REJECTION OF THIS APPLICATION	
EMPLOYEE INFORMATION	]			
LAST NAME:	GIVEN NAMES:			
BIRTH NAME OR OTHER NAME(S)	USED: (if differen	t from above)		
□ MALE □ FEMALE	DATE OF BIRTH:		BIRTH PLACE:	
ADDDECC.	Y M	D CITY	DDOWNOE.	
ADDRESS: POSTAL CODE:	RESIDENTIAL	CITY:	PROVINCE:	
AUTHORIZATION	KLOIDENTIAL	THONE.		
I, hereby authorize any employer or other person, to whom a duplicate or photocopy of this document is provided, to furnish any information, opinions, reports, records or copies which may be requested by the Winnipeg Police Service, in connection with the undersigned's application for a security check as a person contracted or associated with the Winnipeg Police Service.  I consent to the collection, use, disclosure, transmittal and examination of all information compiled by the Winnipeg Police				
Service. I agree to waive any right of with this authorization.	faction against any person o	r institution provid	ding information or opinions in compliance	
Signature of Witness			Signature of Applicant	
RESULT OF CHECK:	INIPEG POLICE SERVICE : ]	FOR OFFICE US	SE ONLY	
NO POLICE RECORD OF CRIMIT BIRTH.	NAL CONVICTIONS WAS ASSOC	ATED TO ANY SUBJ	JECT WITH THE SAME NAME AND DATE OF	
AN OUTSTANDING CRIMINAL C AND DATE OF BIRTH.	HARGE AWAITING COURT DISPO	OSITION WAS ASSO	CIATED TO A SUBJECT WITH THE SAME NAME	
A POLICE RECORD OF CRIMINA	AL CONVICTIONS WAS ASSOCIA	TED TO A SUBJECT	WITH THE SAME NAME AND DATE OF BIRTH.	
PROCESSED BY:	WPS#		Date	

#### **PART E - SPECIFICATIONS**

#### **GENERAL**

#### E1. GENERAL

E1.1 These Specifications shall apply to the Work.

#### E2. SERVICES

- E2.1 The Contractor shall provide moving services for 1155 Pacific Avenue in accordance with the requirements hereinafter specified.
- E2.2 The Contractor shall be required to dismantle, remove, transport, deliver and re-assemble furniture, files, boxes and any items to be removed from one or more locations to the new building at 1199 Pacific Avenue.
- E2.1 The Contractor shall supply all necessary equipment and labour required to accomplish the move. Moving trucks are not required for this Contract.
- E2.2 The Contractor will be expected to complete the Work on Week Days from 4:30 p.m. to 12:30 a.m. or on Weekends between 8:30 to 4:30 as indicated following.
- E2.3 All cabinet, desk drawers, etc. will be empty prior to moving. The packing of all items except as listed will be the responsibility of City employees.
- E2.4 City employees will label all furniture and boxes.
- E2.5 The Contractor shall pack and move all computer equipment, typewriters and breakable items.
- E2.6 Usually on the day of the move, designated City personnel, will be stationed at the point of departure as well as the destination point to supervise the move.
- E2.7 The Contractor shall have available, a tool box stocked with small hand tools (cordless drill with attachments, screwdrivers, hammer, wrenches, level and vicegrips) and an assortment of small fittings to carry out the assembly and disassembly of furniture.
- E2.8 The Contractor will dismantle and move from 100 Main Street and pick up from 311 Ross shelving which will be delivered and assembled in the basement of 1155 Pacific Ave during the days between 8:30 am and 4:30 pm between July 4th and July 7<sup>th</sup>.
- E2.9 The Contractor shall pick up at 1199 Pacific all Human Resource files etc. and move same to the shelves in the basement of 1155 Pacific during the days between 8:30 am and 4:30 pm July 10<sup>th</sup> to July 14<sup>th</sup>.
- E2.10 The Contractor shall complete the relocation of furnishings, etc., between 1199 Pacific and 1155 Pacific of the Customer Services Branch in the evening of July 14<sup>th</sup> between 4:30 pm and 12:30 am and during the weekend days of July 15<sup>th</sup> and 16<sup>th</sup> between 8:30 am and 4:30 pm.
- E2.11 The Contractor shall complete the relocation of the furnishings, etc., of the Director, Finance & Administration, Occupational Health Nurse, CUPE Unit President, Engineering, Lunch Room, Training Rooms and Director's Board Room Table from 1199 Pacific to 1155 Pacific on the evenings of July 17<sup>th</sup> to July 19<sup>th</sup> between 4:30 pm and 12:30 am.
- E2.12 The Contractor shall complete the relocation of the furnishings, etc., of the IT & IS Areas from 1199 Pacific to 1155 Pacific in the evenings of July 19<sup>th</sup> to July 20<sup>th</sup> between 4:30 pm and 12:30 am and, if necessary, July 21 between 4:30 pm and 12:30 am.

- E2.13 The Contractor shall complete the relocation of the furnishings, etc., of Safety & Streets Maintenance including Constables from 1199 Pacific to 1155 Pacific in the evenings of July 24<sup>th</sup> to July 27<sup>th</sup> between 4:30 pm and 12:30 am.
- E2.14 The Contractor shall complete the relocation of the furnishings, etc., of the Parks and Open Space Division, currently located at 700 Assiniboine Park Drive to 1155 Pacific in the evening of September 8<sup>th</sup> between 4:30 pm and 12:30 am and the weekend of September 9<sup>th</sup> to 10<sup>th</sup> between 8:30 am and 4:30 pm.
- E2.15 The Contractor shall complete the relocation of the furnishings, etc. of the Transportation, Bridges and Underground Structures currently at 100 Main Street to 1155 Pacific Avenue on the evenings of September 14<sup>th</sup> and 15<sup>th</sup> between 4:30 pm and 12:30 am and the weekend days of September 16<sup>th</sup> and 17<sup>th</sup> between 8:30 am and 12:30 pm.

#### **Tentative Move**

- E2.16 The Contractor shall complete the relocation of the Building Services Division currently located at 100 Main Street to 1155 Pacific on the evenings of September 21<sup>st</sup> and 22<sup>nd</sup> between 4:30 pm and 12:30 am plus the weekend days of September 23<sup>rd</sup> and 24<sup>th</sup> between 8:30am and 4:30 pm.
  - (a) The Building Services Division may not move to the new location and therefore may be deducted from the contract.