



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 206-2023

PROVISION OF MOVING SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF MOVING SERVICESPROVISION OF MOVING SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 30, 2023.

B2.2 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D6.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline, not including the day of the submission deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

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 Request for Proposal, 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

B6. SUBSTITUTES

- B6.1 The Work is based on the methods specified in the Request for Proposal.
- 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 Proponent 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 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;
 - (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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their 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, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting

and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent 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 Proponent bidding that approved alternative may base their 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 B20.
- 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. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B20.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;

- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than their 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 Proposal 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/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
- (d) if the Proponent is carrying on business under a name other than their 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/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.1.2 Optional Prices are for information purposes only and will not be evaluated as part of Total Bid Price.

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 Proposals.

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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent in providing moving services for large organizations; planning and management of moves; and contract administration services on up to three projects or contracts of similar complexity, scope and value.

- (b) A brief summary indicating experience and approach to dismantling and reconfiguring systems office furniture/workstations (commonly referred to as 'cubicles'). The Proponent should at minimum, include years of experience, and which brands (model/line) they have experience with. Proponents should also highlight experience assembling systems based off an architectural drawing or floor plan, (as opposed to verbal instructions).

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (two current names with telephone numbers and email addresses per project).

B10.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include a proposed or sample organizational chart for moving jobs.

B11.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the Contractor's Representative for the City, company supervisors/managers, and other relevant personnel. Include job title, educational background and degrees, professional recognition, years of experience in current position, years of experience in moving, and years of experience with current employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project).

B12. DISCLOSURE

B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B12.2 The Persons are:

- (a) N/A

B13. CONFLICT OF INTEREST AND GOOD FAITH

- B13.1** Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B13.2** Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B13.3** In connection with its Proposal, each entity identified in B13.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B13.4** Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5** Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and

- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B13.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B14. QUALIFICATION

B14.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B14.2 The Proponent 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B14.3 The Proponent 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;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B14.5 and D8);
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -
- (f) have experience with assembly and disassembly of various systems office furniture/workstations; and
- (g) have proper equipment and tools based on industry standards.

B14.4 Further to B14.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
 - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
 - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety

Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or

- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B14.5 Further to B14.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B14.6 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B14.7 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B15.1 Proposals will not be opened publicly.

B15.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B15.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B15.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B15.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B16. IRREVOCABLE OFFER

B16.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B17. WITHDRAWAL OF OFFERS

B17.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B18. INTERVIEWS

B18.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B19. NEGOTIATIONS

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

B20. EVALUATION OF PROPOSALS

- B20.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B14: | (pass/fail) |
| (c) Total Bid Price; (Section B) | 40% |
| (d) Experience of Proponent and Subcontractor; (Section C) | 40% |
| (e) Experience of Key Personnel Assigned to the Project. (Section D) | 20% |
- B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B20.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B20.1(a) and B20.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B20.5 Further to B20.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B20.5.1 Further to B20.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B20.5.2 Optional Prices are for information purposes only and will not be evaluated as part of Total Bid Price.
- B20.6 Further to B20.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.

- B20.7 Further to B20.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B20.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B18.
- B20.9 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B20.10 This Contract will be awarded as a whole.

B21. AWARD OF CONTRACT

- B21.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B21.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B21.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B21.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B21.5 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D29 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B21.6 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B21.7 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of the provision of moving services and furniture assembly as required by the City for the period from date of award until March 31, 2024, 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 Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

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

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

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

- (a) The Contractor agrees to provide relocation services including, but not limited to, items and objects of varying sizes and weights such as office equipment, furniture, filing cabinets, computer hardware, appliances, files and records, boxes of items, pallets of items, etc.; as well as the moving of full office suites, panel systems (workstations or "cubicles"). Moves may entail disassembling, packing, palleting, loading, transporting, unloading, unpacking, assembling and cleanup.
- (b) Systems office furniture/workstations are to be reconfigured/dismantled and rebuilt according to details provided on Work Request sheets, floor plans, or as specified/directed by the Contract Administrator.
- (c) The Contractor shall be prepared to respond within twenty-four (24) hours, or less if possible, of notice being given for tasks indicated in D2.2(a).
- (d) The Contractor is expected to pick-up/deliver, or set up small amounts of equipment for events held at City Hall, 510 Main Street, within two (2) hour's notice and within eight (8) hours for larger events.
- (e) Submitted Work Orders (WO) requests must be filled out by the Contractor and returned via email within five (5) Business Days, unless otherwise specified.
- (f) Number of crew members required per job, equipment, vehicles, etc. may vary based on the operational requirements of each job.

D2.1 The Work shall be done on an "as required" basis during the term of the Contract.

D2.1.1 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.

D2.1.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.2 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice

by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

- D2.3 The Contract does not include provision of any office space or administrative work amenities for the Contractor as related to any tasks other than the moving job. Once moving jobs are complete, crews are to leave the Site without loitering. This includes any storage warehouses, recreation facilities, etc. If breaks are taken during moving jobs, the Contractors staff will stay in stipulated break areas, observe any facility rules, (regarding smoking, etc.) and will remove any refuse, personal items, etc. afterwards.
- D2.4 Use of any fitness equipment, office equipment, recreational amenities, or other amenities not related to the moving job in any City facility are strictly off-limits. Use or abuse of this may result in termination of the Contract.
- D2.5 From time-to-time, the Contractor may be issued keys in order to complete the Work at City facilities. These should be returned to the Contract Administrator immediately upon completion the Work; or if the job is multi-day, at the end of each Work Day. Strict arrangements shall be made for the safe-keeping of said keys at all times.

D3. PRICE ADJUSTMENT PROVISION

- D3.1 Notwithstanding D2.1, the Contractor shall have the option prior to the start of each upcoming quarter, to submit unit price adjustments (increase/decrease). Furthermore, with each request for a price adjustment, the Contractor shall:
 - (a) Submit the request at least ten (10) Working Days prior to the end of the previous quarter;
 - (b) Submit only one (1) request per quarter. Multiple items may be submitted together;
 - (c) Identify the items that are affected; and
 - (d) Submit the respective proof satisfactory to the Contract Administrator with the unit price increase/decrease request.
- D3.1.1 Further to D3.1, the City shall have the option prior to the start of each upcoming quarter, to negotiate unit price decreases based on industry conditions and market analysis.
- D3.2 Price adjustments (increase/decrease) shall not be implemented by the Contractor without written approval of the Contract Administrator, which will not be reasonably withheld. Unit Price increases shall become effective the first day of the next quarter.

D3.2.1 Price Adjustment Deadlines:

	Quarter Dates	Last Date to Request Quarterly Price Update	Date Pricing Will Be Implemented
Quarter 2	July 1 – Sept 30	June 16	July 1
Quarter 3	Oct 1 – Dec 31	Sept 15	Oct 1
Quarter 4	Jan 1 – March 31	Dec 15	Jan 1
Quarter 1 (Subsequent year(s), if extension is invoked)	April 1 – June 30	March 17	April 1

- D3.3 The City reserves the right to terminate the Contract if agreement regarding a quarterly unit price adjustment cannot be reached.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.

- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
 - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) “**Proponent**” means any Person or Persons submitting a Proposal for Services.
- D5.2 Notwithstanding C1.1, when used in this Request for Proposal:
- (a) “**As required**” means according to City of Winnipeg needs, or as directed by the Contract Administrator;
 - (b) “**Systems office furniture/workstations**” means modular furnishings and modular panel systems, (also commonly known as cubicles) consisting of work surfaces, wall panels, shelving and/or overhead cabinets, and requisite trim kits and connecting hardware.

D6. CONTRACT ADMINISTRATOR

- D6.1 The Contract Administrator is:
Trevor Nickel
Relocation Specialist
Telephone No. 204-793-5701
Email Address.: TNickel@winnipeg.ca
- D6.2 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.

D7. CONTRACTOR'S SUPERVISOR

- D7.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor, 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 their employ.
- D7.2 The supervisor will require a Level Two Security Clearance from the Winnipeg Police Service as per Section F. Security Clearance.
- D7.3 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D7.3.1 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.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D8.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D8.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D8.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) [https://www.ilo.org/global/lang--en/index.htm](https://www.ilo.org/global/lang-en/index.htm) conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.

- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with clause D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 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.

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>
- D11.3 Notwithstanding B14.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

D12. INSURANCE

D12.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The limit of liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) crime insurance including employee dishonesty in an amount of not less than ten thousand (\$10,000) covering all of the Contractor's employees, agents, and subcontractors involved in providing the services, for any direct loss of money or other property caused by a fraudulent or dishonest act, or acts, of the Contractor, Contractor's employees, agents or subcontractors.

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licensed in the Province of Manitoba.

D12.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.5 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.

D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D13. COMMENCEMENT

D13.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D13.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the direct deposit application form specified in D24.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting;
- (c) The Contractor has fulfilled the Security Clearance requirements for applicable staff in accordance with Part F.

D14. LIQUIDATED DAMAGES

- D14.1 If the Contractor fails to achieve the Work of the Contract in accordance with D2 and E2, the Contractor shall pay the City the following amounts per delayed Working Hour for each and every Working Hour until the Work has commenced or finished:
- a) Ninety-eight dollars (\$98.00) per hour for failing to commence the Work of the Contract at the stipulated time;
 - b) Ninety-eight dollars (\$98.00) per hour for failing to achieve the Work of the Contract during business hours where expected and reasonable;
 - c) One hundred and forty-three dollars (\$143.00) per hour for failing to achieve the Work of the Contract after business hours where expected and reasonable.
- D14.2 The amounts specified for liquidated damages in D14.1 are based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve Total Performance by the day fixed herein for same.
- D14.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D15. COVID-19 SCHEDULE DELAYS

- D15.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D15.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D15.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D15.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D15.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D15.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D15.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D16. JOB MEETINGS

- D16.1 Job meetings may be held at the Site as needed. These meetings shall be attended by a minimum of one representative of the Contract Administrator, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, and the Contractor respectively on any matter discussed at the meeting including the Work schedule, scope and the need to make any revisions to either. The progress of the Work may be reviewed at these meetings.

D16.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

D17.1 Further to B14.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B14.5.

D18. SAFETY

D18.1 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.

D18.2 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.

D18.3 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.

D19. SITE CLEANING

D19.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

D19.1.1 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all surplus Material, waste and debris, other than that left by the City or other contractors.

D20. DEFICIENCIES

D20.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D20.2 If the Work, or any part thereof, is taken out of the Contractor's control pursuant to C18.7, the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D20.3 When the Contract Administrator certifies that any interest of the Contractor referred to in D20.2 is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that interest, it shall revert to the Contractor.

D21. ORDERS

D21.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D22. RECORDS

D22.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D22.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D22.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D23. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D23.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

D23.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)

D23.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D23.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D23.5 Any other information requested by the Contract Administrator.

D23.6 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D24. INVOICES

D24.1 Further to C12, the Contractor shall submit an invoice for each portion of work performed 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D24.2 Invoices must clearly indicate, as a minimum:

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

D24.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D25. PAYMENT

D25.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D26. PAYMENT SCHEDULE

D26.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D27. WARRANTY

D27.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D28. DISPUTE RESOLUTION

D28.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D28.

D28.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D28.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D28.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.

- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
- (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D28.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D28.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D28.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D28.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D28.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D29. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D29.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D29.2 Further to D29.1, in the event that the obligations in D29 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D29.3 For the purposes of D29:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D29.4 Modified Insurance Requirements
- D29.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D29.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full

replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.

- D29.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D29.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D29.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D29.5 Indemnification By Contractor

- D29.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D29.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D29.6 Records Retention and Audits

- D29.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D29.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D29.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D29.7 Other Obligations

- D29.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D29.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D29.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D29.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D29.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D29.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.
- E1.3 The Contractor shall ensure that all provisions of the Employment Standards Code, C.C.S.M.c.E110 in respect to wages, hours of work and Conditions of Employment are adhered to.

E2. SERVICES

- E2.1 The Contractor shall provide moving and furniture installation services for the various City of Winnipeg facilities 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 moved from one or more locations, and delivered to other various locations.
- E2.3 The Contractor shall provide resources and equipment based on the WO/task sheet provided by the Contract Administrator, however the minimum standard crew provided shall be at least two (2) movers/furniture installers with each truck, unless otherwise directed and approved by the Contract Administrator.
- E2.4 The Contract Administrator reserves the right to specify that any, or all, of the four (4) designated members of the crew with Level Two Security Clearances attend a job as per Section F. Security Clearances. Similarly, the Contract Administrator may specify that *only* crew members with a Level Two Security Clearance may undertake certain job(s).
- E2.5 The Contractor shall have, as a minimum, a moving truck with a fourteen (14) foot box, with seven and one half (7.5) feet of clearance. The moving truck must be equipped with logistic tracks and tie down straps, and a functional lift/hydraulic tail gate.
- E2.6 The Contractor may suggest crew size and equipment for any move job, however, the Contract Administrator holds final authority on what, and how many resources, are provided for each job. For example, the Contractor is not at liberty to provide a cube van on a job resulting in four (4) loads, if the Contract Administrator has requested a larger truck to accomplish everything in one (1) load.
- E2.7 The Contractor may be required to supply a 5-ton truck with hydraulic tail gates upon request.
- E2.8 The Contractor may also be required to provide smaller delivery type vehicles, vehicles to move heavy or awkward loads, forklifts, pallet jacks, etc. All requests for additional equipment will be confirmed by the Contract Administrator or City representative five (5) Working Days prior to any tasks requiring such resources.
- E2.8.1 Further to E2.8, the Contractor shall provide any required and available special vehicles or equipment at the prices identified under "Optional Prices" on Form B: Prices.
- E2.9 The Contractor is required to have readily available, (same day, within two (2) hours) back-up vehicle in case of breakdown, at no additional cost to the City of Winnipeg.

- E2.10 Moving vehicles shall be fully-gassed in advance of the start of every moving job so as to avoid, where possible, taking time during a move to fill up.
- E2.11 The Contractor shall provide communication equipment or cell phones to any personnel assigned to City jobs, whom shall always be equipped with the same equipment/number unless otherwise notified and approved by the Contract Administrator.
- E2.12 Work Inspections shall be carried out by the Contract Administrator once a week, on random days, unannounced.
- E2.13 It is expected that the Crew Supervisor, and within reason, staff working on City jobs shall remain the same for the duration of the Contract unless otherwise notified and approved by the Contract Administrator.

E3. COMPLETION OF WORK

- E3.1 The Contractor shall commence the Work within twenty-four (24) hours of a request for service, or as scheduled, unless otherwise notified and approved by the Contract Administrator.
- E3.2 The Contractor shall provide proof of completion of the Work in the form of a signed WO/task sheet for all Work that has been completed. The Contractor may also be asked to provide photos, (sent via cell phone) of completed Work for the Contract Administrator's verification.
- E3.3 While most of the Work will be undertaken between 8:30 a.m. – 4:30 p.m. on Business Days, additional Work may occasionally be required on evenings, weekends, or holidays.

E4. HOLIDAYS OBSERVED

- E4.1 No moving services/Work as part of this Contract will be required on statutory holidays, unless otherwise stated in Part D or special request has been made and approved by the Contract Administrator.
- E4.2 A list of statutory holidays observed by the City of Winnipeg is available at <https://legacy.winnipeg.ca/interhom/contact/holidayhours.stm>.

E5. CONTRACTOR'S RESPONSIBILITY

- E5.1 The Contractor shall supply all materials and equipment necessary to perform the Work. All products and equipment used for the Work shall be available for regular inspection by the Contract Administrator.
- E5.2 The Contractor will be requested to maintain accurate sign-in/sign-out records, (upon arrival and completion of Work at jobs) on timesheets that will be submitted to the Contract Administrator along with invoices for payment.
- E5.3 The Contractor shall ensure that employees engaged in the execution of this Contract are experienced movers/ furniture installers and are properly trained in the handling and moving of furniture equipment including use of tools and other related equipment to complete the Work.
- E5.4 The Contractor or staff assigned to City tasks shall verify instructions and confirm that all tasks have been completed to the satisfaction and approval of the Contract Administrator or requesting party prior to departing any jobsites.
- E5.5 The Contractor shall supervise and ensure all employees behave at all times in a manner appropriate to persons in a business facility, and shall without limitation ensure that all the Contractor's employees:
- (a) are dressed in a clean, neat and respectable manner;
 - (b) meet acceptable personal hygiene standards;

- (c) behave in a courteous and polite manner to City personnel and other persons in the facility;
 - (d) are careful with all property that is in or a part of the facility;
 - (e) do not smoke while on the premises; and
 - (f) refrain from using profanity.
- E5.6 The Contractor shall ensure that all its employees have and wear proper identifiable clothing at all times while on City property. Such clothing should bear the name of the company.
- E5.7 Further to E5.5, identification in a laminated card must be worn and made visible at all times while on City premises.
- E5.8 The Contractor shall immediately notify the Contract Administrator of problems or unusual conditions observed at job sites, (including alarms, building security problems, flooding, etc.). If the Contract Administrator is not available, the Contractor shall notify the City of Winnipeg Central Control Office (204-986-2382 - 24 hour service) and/or 911 if the issue is an emergency.
- E5.9 The Contractor shall ensure that City premises are kept secure from entry by unauthorized persons during the course of any Work.
- E5.10 The Contractor shall ensure that equipment and tools are properly stored at the end of each daily moving operation in such a manner as not to present any hazard or cause any unsafe condition or obstacle to anyone.
- E5.11 Any damage caused to the facility or equipment being moved, the Contractor will be responsible to cover the cost of repairs or replacements within thirty (30) Business Days of the damage occurring.

E6. EQUIPMENT & RESOURCES

- E6.1 The Contractor is required to ensure that all vehicles are clean, in good working order, and filled with adequate fuel for the duration of the job.
- E6.2 The Contractor shall have available on the truck at all times, a toolbox/rolling workshop stocked with small hand tools, (cordless drill with attachments, screwdriver, hammer, wrenches, level and vice grips) and assortment of small fittings to carry out the assembly and disassembly of furniture.
- E6.3 Further to E6.2, the Contractor shall have all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to the City of Winnipeg. Additional equipment shall include but are not limited to:
- (a) material, carts, and boxes necessary for packing computers and fragile equipment;
 - (b) computer or iPhone capable of sending and receiving emails and/or work order requests;
 - (c) 4-wheel padded dollies, leg dolly/casters, and hand truck - 2 wheel;
 - (d) panel carts and computer carts;
 - (e) floor protection sheets;
 - (f) corner protectors;
 - (g) shrink wrap;
 - (h) electric pallet jack, electric pallet stacker, forklift or equivalent;
 - (i) blankets/furniture pads;
 - (j) safe jacks;
 - (k) piano skids; and
 - (l) power tools, drills, impacts or equivalent.

E6.4 The Contractor shall audit, and restock any tools that are deemed to be unsafe immediately upon being notified.

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 The Contractor must provide, at minimum, one (1) Supervisor, and four (4) crew members with satisfactory Level Two Security Clearances for the Work. As such, the City will conduct a Level Two Security Clearance Check for:
- (a) Four (4) designated crew members, plus the supervisor proposed to perform Work under the Contract for the Winnipeg Police Service.
- F1.2 The Contractor shall provide the Contract Administrator with:
- (a) a list of individuals identified in F1.1:
 - (i) in the case of additional or replacement individuals during the term of the Contract, provide an updated list at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
 - (b) A completed Form P-608: Security Clearance Check authorization form available at <https://www.winnipeg.ca/matmgt/templates/information.stm#securitycheck>. Form P-608 must be signed and dated.
 - (i) Signature of Witness shall be signed by the contact person stated on Paragraph 3 of Form A: Bid/Proposal.
- F1.3 Each individual shall submit the required information and form to the Winnipeg Police Service Division 30 Security Section Supervisor at Main Floor, 245 Smith Street:
- (a) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before they assume their controlling role within the company or are proposed to commence Work for the Winnipeg Police Service.
- F1.4 Individuals without a Level Two Security Clearance may not be permitted to participate in moving jobs with security concerns as per the Contract Administrator's discretion; and any individual for whom a satisfactory Level Two Security Clearance is not obtained will not be permitted to perform any Work for Winnipeg Police Service.
- F1.5 Any satisfactory Security Clearance obtained thereby will be deemed valid for one (1) year from the date of clearance, subject to a repeated Security Clearance Check as hereinafter specified.
- (a) Each individual doing Work in a Winnipeg Police Service Facility shall provide photo identification upon entry, in order that their Level Two security clearance can be verified.
- F1.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a further Security Clearance Check.
- F1.6.1 Any individual who fails to obtain a satisfactory Security Clearance Check as a result of a repeated Security Clearance Check will not be permitted to continue to perform Work under the Contract for the Winnipeg Police Service.
- F1.7 If a person fails a Winnipeg Police Service security clearance check at any level, they will not be able to apply for another clearance for 2 years.