

PART D

SUPPLEMENTAL CONDITIONS

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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 providing linen services to the City of Winnipeg for the period of November 1, 2004 to October 31, 2009.
- D2.2 The major components of the Work are as follows:
- (a) Rental and Cleaning of Garments, Cleaning of City Owned Goods, and Rental and Cleaning of Towels
 - (b) Rental and Cleaning of Mats and Mops
- D2.3 Notwithstanding D3.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2004.
- D2.4 Notwithstanding D3.1, 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 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.

D3. DURATION OF CONTRACT

- D3.1 Notwithstanding GC.8.01, the Contractor shall perform the Work of this Contract during the period of November 1, 2004 to October 31, 2009.
- D3.2 Further to E2.3(ii), the Contractor shall ensure goods are ordered and shall be prepared to start service on November 1, 2004.

D3.3 The City intends to award by August 1, 2004. The Contractor shall ensure goods are ordered and shall be prepared to start service on November 1, 2004. This typically takes 10 – 12 weeks prior to start of service.

D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right 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.

D4. DEFINITIONS

D4.1 When used in this Bid Opportunity:

- (a) “**Business Day**” means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) “**Submission Deadline**” and “**Time and Date Set for the Final Receipt of Bids**” mean the time and date set out in the Bidding Procedures for final receipt of Bids;
- (c) “**User**” means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;
- (d) “**Item(s) No.**” means the item number specified on Form B: Prices;
- (e) “**N/A**” means not applicable as indicated on Form B: Prices.
- (f) “**Replacement**” means to replace an article with one of like kind and quality, without depreciation for wear and tear, and without betterments.

D4.2 Notwithstanding GC.1.01, when used in this Bid Opportunity:

- (a) “**7 day cycle basis**” means once per week delivery, except Item No. 2 which will require three times per week delivery; and
- (b) “**14 day cycle basis**” means once every second week delivery.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

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

Telephone No. (204) 986-2249

Facsimile No. (204) 949-1178

D5.2 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.

D6. CONTRACTOR'S SUPERVISOR

D6.1 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.

D7. NOTICES

- D7.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D7.2 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.
- D7.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D7.4, D7.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D5.1.
- D7.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:
The City of Winnipeg
Chief Administrative Officer Secretariat
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174
- D7.5 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

D8. EMPLOYEE DISHONESTY BOND

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) maintain and pay for an Employee Dishonesty Bond in an amount of not less than ten thousand dollars (\$10,000.00) 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. The Contractor is to provide a certified true copy of the bond, satisfactory to the Contract Administrator, prior to commencement of Work.
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the City Solicitor with a certified true copy or a certificate of insurance of the policy, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a purchase order authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence 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; and
 - (ii) the Dishonesty Bond specified in D8.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting; and
 - (c) description of goods, sizes, quantities and civic employee name(s) (where applicable), have been provided by the Contract Administrator.

D10. ORDERS AND ENQUIRIES DURING CONTRACT

- D10.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D10.2 The Contractor shall provide a fax number or an e-mail address at which orders and enquiries for service may be placed.
- D10.3 The Contractor shall designate one (1) employee to take orders or change requirements in accordance with instructions from the Contract Administrator or his/her designate.
- D10.4 The City will not be responsible for orders or changes that are not submitted on the authorized standard form of communication.

D11. RECORDS

- D11.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D11.2 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, sizes and quantity of services provided.
- D11.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to D7.3, the Contractor may, where available, submit monthly electronic invoices to the locations designated at the time of ordering.

D12.1.1 The City prefers electronic invoicing, having one (1) invoice per month submitted, per department, with break downs by division and address.

D12.1.2 If manual invoicing, the Contractor shall submit one (1) invoice per month, per department, with break downs by division and address.

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's order number;
- (b) date(s) of provision of services;
- (c) location at which service was provided;
- (d) type and quantity of services provided;
- (e) Civic employee name (if applicable) and sizing;
- (f) the amount payable with GST and PST shown as separate amounts; and
- (g) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 Table A of these Supplemental Conditions, listing current invoicing addresses, is provided for the convenience of the Contractor only. The City reserves the right to revise locations as required by changes in its operations during the term of the Contract.

D13. PAYMENT

D13.1 Further to GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

TABLE A – INVOICING ADDRESSES

Section A:

Clive Wightman
Manager of Finance and Administration
Community Services
3rd Floor, 395 Main Street, R3B 3N8

Radhika Abeysekera
Manager of Finance and Administration
Corporate Services
5th Floor, 510 Main Street, R3B 1B9

Bodo Roloff
Manager of Finance and Administration
Fire Paramedic Service
5th Floor, 151 Princess Street, R3B 1L1

Karen Ayotte
Assistance Controller
Planning, Property & Development
3rd Floor, 65 Garry Street, R3C 4K4

Gary Hammond
Supervisor of Finance
Winnipeg Police Service
151 Princess Street, R3C 2Z7

Darcy Stewart
Manager of Finance and Administration
Public Works
2000 Portage Avenue, R3J 0K1

Paul Olafson
Manager of Finance and Administration
Winnipeg Transit
421 Osborne Street, R3L 2A2

Moira Geer
Manager of Finance and Administration
Water and Waste
101-1155 Pacific Avenue, R3E 3P1

Section B:

Corporate Finance Department
4th Floor, 510 Main Street
Winnipeg MB R3B 1B9