

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, 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 the supply and installation of records management (file tracking) software, including related hardware (i.e. wedge scanners), in conjunction with Information Technology staff from the Property Assessment Department, the training of two application administrators and, at minimum, sixty end-users of the software.
- D2.2 The major components of the Work are as follows:
- (a) Supply and installation of records management (file tracking) software.
 - (b) Training of application administrators and end-users.

D3. DEFINITIONS

- D3.1 When used in this Bid Opportunity:
- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
 - (b) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Bids;

D4. CONTRACT ADMINISTRATOR

- D4.1 The Contract Administrator is:
- Mike McGinn, CA
Manager of Administration & Finance
Property Assessment Department
457 Main Street
Winnipeg MB R3B 1B5
Telephone No. (204) 986-2956

Facsimile No. (204) 986-6105

D5. NOTICES

- D5.1 GC.7.05 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D5.2 GC.7.05 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.
- D5.3 Further to GC.7.05, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D5.4, D5.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D5.4 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
- D5.5 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

D6. WORKERS COMPENSATION

- D6.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

- D7.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.
- D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of the policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D7.4 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.

D8. SECURITY CLEARANCE

D8.1 Each person proposed to perform Work under the Contract within City facilities shall be required to obtain a security clearance by the police service having jurisdiction at his/her place of residence.

D8.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with a written security clearance, obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof for each person proposed to perform Work within City facilities.

D8.3 No person for whom a security clearance is not provided, or who has any convictions or pending charges related to property offences or crimes against another person, will be permitted to perform any Work within City facilities.

D8.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.

D8.5 Further to D8.1, the City may, at its sole discretion and acting reasonably, conduct a background investigation, including but not limited to, banking and medical information, for any person proposed to perform Work under the Contract.

D8.6 In addition, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require a records search, and/or perform a background investigation. Any person who fails to obtain a security clearance or background investigation clearance as a result of a repeated records search or a background investigation, shall not be permitted to continue to perform Work under the Contract.

D9. MATERIAL SAFETY DATA SHEETS

D9.1 The Contractor shall provide the Contract Administrator with one (1) copy of Material Safety Data Sheets (MSDS's) for each product to be supplied under the Contract at least two (2) Business Days prior to the commencement of Work but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D9.2 Throughout the term of the Contract, the Contractor shall provide the Contract Administrator with revisions or updates of the MSDS's as soon as may be reasonably possible.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he is in receipt of a Purchase Order authorizing the commencement of the Work.

D10.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:

- (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
 - (ii) evidence of the workers compensation coverage specified in D6;
 - (iii) evidence of the insurance specified in D7;
 - (iv) the security clearances 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.

D10.3 The Contractor shall commence the Work on the Site within seven (7) Calendar Days of receipt of the Purchase Order.

MEASUREMENT AND PAYMENT

D11. PAYMENT SCHEDULE

D11.1 Further to GC.9.03, payment for shall be 30 days after total performance of the contract.

WARRANTY

D12. WARRANTY

- D12.1 Further to GC.10.01, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.2 Notwithstanding GC.10.01, GC.10.02 and D12.1, if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.
- D12.3 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire one (1) year thereafter unless extended pursuant to D12.4, in which case it shall expire when provided for thereunder.
- D12.4 If a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.
- D12.5 Notwithstanding GC.10.01, GC.10.02, D12.3, and D12.4 if any law of Manitoba or of the jurisdiction in which the Work was manufactured requires, or if the manufacturer provides, a longer warranty period or a warranty which is more extensive in its nature, then the provisions of such law or manufacturer's warranty shall apply.