

**PART D**

**SUPPLEMENTAL CONDITIONS**

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

D1.1 The *General Conditions for the Supply and Delivery of Goods* (Form 21: 88 03) are applicable to the Work of the Contract.

D1.1.1 The *General Conditions for the Supply and Delivery of Goods* are available in Adobe Acrobat (.pdf) format on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at <http://www.winnipeg.ca/matmgt>.

#### D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the conversion of existing data, installation and commissioning of a new parking management system, training of personnel and delivery of ongoing support

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

- (a) Successful conversion of existing data
- (b) Successful set up of new system around City business practices
- (c) Successful supply, installation and implementation
- (d) Successful training of all user staff

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (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 Proposals;

#### D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

David Hill

Chief Operating Officer

2nd Floor, 65 Garry Street

Telephone No. (204) 204-986-3177

Facsimile No. (204) 204-986-6852

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".
- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.
- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.
- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:  
The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9  
Facsimile No.: (204) 949-1174
- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:  
The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1  
Facsimile No.: (204) 947-9155

**D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

D8.1 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.

### **D9. INSURANCE**

D9.1 The Contractor shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, to remain in place at all times during the performance of the Work.

D9.2 Deductibles shall be borne by the Contractor.

D9.3 The Contractor shall provide the Contract Administrator with a 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 the date specified in GC.3.01 for the return of the executed Contract.

D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

### **D10. SECURITY CLEARANCE**

D10.1 The City will conduct a Security Clearance Check, including but not limited to, banking and medical information, for any individual proposed to perform Work under the Contract at Winnipeg Police Service facilities.

D10.2 The Contractor shall provide the Contract Administrator with a list of individuals proposed to perform Work under the Contract at Winnipeg Police Service facilities:

- (a) within five (5) Business Days of the Award of Contract; or
- (b) in the case of additional or replacement individuals during the term of the Contract, at least thirty (30) Calendar Days before each individual is proposed to commence Work at Winnipeg Police Service facilities.

D10.3 Each individual proposed to perform Work under the Contract at Winnipeg Police Service facilities shall provide:

- (a) A list of names (including maiden names), addresses, dates of birth, telephone numbers and occupations of all immediate family members including stepbrothers, stepsisters, half-brothers and half-sisters, and their spouses, common-law spouses, boyfriends, girlfriends and their family members. The list should be typed in the following format:

John James SMITH	Dob: 45 Aug 24 (father)
123 Anywhere Street	555-5555
Winnipeg, Manitoba	
Mechanic – ABC Industries	

- (b) A list of names, addresses, dates of birth, telephone numbers and occupations of four closest friends. Include information indicating when, where and how they were met.

- (c) The name, title or position, and telephone number of the immediate supervisor.
  - (d) A list of every past address, including the dates of residence, the names of any persons with whom the residence was shared and the reason for moving.
  - (e) Identification - driver's license (with photo), birth certificate and social insurance card.
  - (f) A completed Form P-608: Security Clearance Check authorization form.
  - (g) A cheque made payable to the City of Winnipeg in the amount of One hundred and eighty dollars (\$180.00).
- D10.4 Each individual shall submit the required information, forms and payment in person to the Winnipeg Police Service Division 30 Clerk at Main Floor, 151 Princess Street:
- (a) within five (5) Business Days of the Award of Contract; or
  - (b) in the case of an additional or replacement individual during the term of the Contract, at least thirty (30) Calendar Days before the individual is proposed to commence Work at Winnipeg Police Service facilities.
- D10.5 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- D10.6 Any Security Clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Security Clearance Check as hereinafter specified.
- D10.7 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. 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 at Winnipeg Police Facilities.

## **SCHEDULE OF WORK**

### **D11. COMMENCEMENT**

- D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) evidence of the insurance specified in D9; and
    - (iii) the security clearances specified in D10.

### **D12. CRITICAL STAGES**

- D12.1 Assuming the City awards the Contract by December 31, 2004 the Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) Pre installation by 1 February 2005;
  - (b) Installation by 1 May 2005; and
  - (c) Completion by 1 July 2005.

D12.2 If the City does not award by December 31, 2004 the dates will be adjusted accordingly.

## **CONTROL OF WORK**

### **D13. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)**

D13.1 Further to GC.5.02, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

## **MEASUREMENT AND PAYMENT**

### **D14. PAYMENT SCHEDULE**

D14.1 Further to GC.9.03, payment shall be in accordance with the following payment schedule:

- (a) Payment shall be made after total performance; and
- (b) 10 % will be held until after 30 days of stable operation.

## **WARRANTY**

### **D15. WARRANTY**

D15.1 Notwithstanding GC.10.01, the warranty period shall begin on the date of Total Performance and shall expire 1 year thereafter unless extended pursuant to D15.2, in which case it shall expire when provided for thereunder.

D15.2 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.

D15.3 Notwithstanding GC.10.01, GC.10.02, D15.1, and D15.2 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.

