

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 "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal 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 supply and installation of telephone and radio audio recording and logging system.

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) "**may**" indicates an allowable action or feature which will not be evaluated;
 - (c) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
 - (d) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
 - (e) "**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:
- Ed Richardson
Radio Electronics Engineer
Corporate Information Technology
- Telephone No. (204) 204 986-6002
Facsimile No. (204) 204 794-4131

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

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D6.1 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.
- D6.2 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.
- D6.3 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

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

D8.1 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.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 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.

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.

D9. SECURITY CLEARANCE

D9.1 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.

D9.2 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.

D9.3 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).
- D9.4 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.
- D9.5 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- D9.6 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.
- D9.7 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

D10. COMMENCEMENT

- D10.1 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.
- 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) the security clearances specified in D9.
 - (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 letter of intent.

WARRANTY

D11. WARRANTY

- D11.1 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.
- D11.2 Notwithstanding GC.10.01, GC.10.02 and D11.1, 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.



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

NAME OF EMPLOYER: _____

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:
 SUPPLY AND INSTALLATION OF TELEPHONE AND RADIO AUDIO RECORDING AND LOGGING SYSTEM

WARNING: ANY FALSE OR INCOMPLETE INFORMATION MAY RESULT IN REJECTION OF THIS APPLICATION

EMPLOYEE INFORMATION

LAST NAME: _____ GIVEN NAMES: _____

BIRTH NAME OR OTHER NAME(S) USED: _____
(if different from above)

MALE FEMALE DATE OF BIRTH: _____ BIRTH PLACE: _____
 Y M D

ADDRESS: _____ CITY: _____ PROVINCE: _____

POSTAL CODE: _____ RESIDENTIAL PHONE: _____

AUTHORIZATION

I, _____ hereby authorize any employer or other person, to whom a duplicate or photocopy of this document is provided, to furnish any information, opinions, reports, records or copies which may be requested by the Winnipeg Police Service, in connection with the undersigned's application for a security check as a person contracted or associated with the Winnipeg Police Service.

I consent to the collection, use, disclosure, transmittal and examination of all information compiled by the Winnipeg Police Service. I agree to waive any right of action against any person or institution providing information or opinions in compliance with this authorization.

 Signature of Witness

 Signature of Applicant

 Date

IDENTIFICATION

The following **MANDATORY IDENTIFICATION** must be presented and visually verified by the Division Clerk or their designate:

Driver's Licence with photo / Birth Certificate / Social Insurance Card

 Signature of Division Clerk or Designate of visual verification

 Date