

PART D

SUPPLEMENTAL CONDITIONS

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GENERAL

D1. DEFINITIONS

D1.1 When used in this Bid Opportunity:

- (a) "Applicant" means any person submitting this Qualification package for the purposes of Qualifying as a Supplier/Contractor of Minor Heating and Air Conditioning Maintenance & Modifications;
- (b) "Bidder" means a Bidder who is pre-qualified to bid on the Work (part of the **pre-qualified Bidder's list**)

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the provision of Minor Heating and Air Conditioning Maintenance & Modifications for the period **November 1, 2004 to December 31, 2006**.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 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.

D2.2.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 A crew shall consist of a minimum of **One (1) journeyman Commercial Refrigeration and Air-Conditioning Mechanic** and as required one (1) unskilled labourer able to perform a variety of Work. On certain jobs, **two (2) journeyman Commercial Refrigeration and Air-Conditioning Mechanics** may be required at the option of the City. **In this case, the City will issue Bids to Bidders who qualified for the pre-qualified Bidder's list with a minimum of two (2) journeyman Commercial Refrigeration and Air-Conditioning Mechanics.**

D2.4 The work may be repair, maintenance and installation of building heating and air conditioning systems or components, or any other related type of Work as specified by the Contract Administrator or his/her representative.

D2.5 Response for emergency repairs must be provided the same day on an as required basis, hours paid will be actual on the job time noted and approved by the Contract Administrator.

D2.6 All materials to be used and/or incorporated in the Work shall be new and of the best quality.

D2.7 Material may, at the option of the Contract Administrator, be supplied by Planning, Property & Development Department.

D2.8 Travel time to and from Work Site shall be at the Contractor's (except after normal business hours call out) own time and expense. Hours paid will be for actual on the job time with allowance for picking up materials, noted and approved by the Contract Administrator or his/her representative.

D2.9 If asbestos or other hazardous materials are encountered during the Work of the Contract, the pre-qualified Bidder/Contractor shall stop all Work and notify the Contract Administrator immediately. Removal of hazardous materials shall be dealt with by the City and the Contractor shall await further instructions by the Contract Administrator.

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D3. DURATION OF CONTRACT

D3.1 Notwithstanding GC.8.01, the Applicant shall perform the Work during the period of **November 1, 2004 to December 31, 2006.**

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:
Murray Dahl
Technician
Planning, Property and Development Department
3rd Floor - 65 Garry Street

Telephone No. (204) 986-4456
Facsimile No. (204) 947-2284

SUBMISSIONS

D5. WORKERS COMPENSATION

D5.1 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.

D6. INSURANCE

- D6.1 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) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
 - (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- D6.2 Deductibles shall be borne by the Contractor.
- D6.3 Pre-qualified Bidders shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy, in a form satisfactory to the City Solicitor no later than seven (7) Calendar Days from notification by the Contract Administrator. The said insurance shall be in place with the City, at all times during the period stated in B2.1
- D6.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

D7. SECURITY CLEARANCES

D7.1 Each individual proposed to perform Work under the Contract within City facilities or on private property shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his/her place of residence.

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- D7.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.
- D7.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D7.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D7.5 Pre-qualified Bidders shall provide the Contract Administrator with a completed Criminal Record Search Certificate for each individual proposed to perform Work no later than twenty-four (24) Calendar Days from notification by the Contract Administrator. Applicants shall not be placed on the pre-qualified Bidder's list until the security clearances are complete.**
- D7.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

D8. SECURITY CLEARANCES FOR WORK IN WINNIPEG POLICE SERVICES (WPS) FACILITIES

- D8.1 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.
- D8.2 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.
- D8.3 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, phone 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, phone numbers and occupations of four closest friends. Include information indicating where having met and how having known each other.
 - (c) The name of the immediate supervisor, their position within their organization and their phone number.

- (d) A list of every past address, including the dates having resided there, who they have lived with and why having moved.
 - (e) Identification - driver's license (with photo), birth certificate and social insurance card.
 - (f) 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).
- D8.4 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.
- D8.5 Any individual for whom a satisfactory Security Clearance is not obtained will not be permitted to perform any Work within Winnipeg Police Service facilities.
- D8.6 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.
- D8.7 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.



SECURITY CLEARANCE AUTHORIZATION FORM

I, _____, hereby authorize
(SURNAME) (FIRST GIVEN) (SECOND GIVEN)

please print

The City of Winnipeg to obtain any information on records which may be requested by the City of Winnipeg in connection with the undersigned's application for security clearance.

I agree to waive any right of action against any person or institution providing information in compliance with this authorization.

Signature of Witness

Signature of Applicant

Firm Employee Hired By

Address of Applicant

Will be working in a Wpg. Police Bldg.

_____/_____/_____
Year Month Day
Date of Birth

Date

FOR OFFICE ONLY

Project Number

Project Officer's Name

Date Sent E-mail	Date Rec'd E-mail	Date Advise Project Officer	Remarks	Clerk's Signature



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

NAME OF EMPLOYER: _____

NATURE OF WORK BEING DONE FOR WINNIPEG POLICE SERVICE:

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

FOR OFFICE USE ONLY

RESULT OF CHECK: _____