



RENTAL OF PHOTOCOPIERS

URGENT

**PLEASE FORWARD THIS DOCUMENT TO
WHOEVER IS IN POSSESSION OF THE BID
OPPORTUNITY**

ISSUED: January 5, 2006
BY: Rachel Eccles
TELEPHONE NO. (204) 986-2451

**THIS ADDENDUM SHALL BE INCORPORATED
INTO THE BID OPPORTUNITY AND SHALL
FORM A PART OF THE CONTRACT
DOCUMENTS**

Template Version: A20050506

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid Opportunity, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 8 of Form A: Bid may render your Bid non-responsive.

PART B – BIDDING PROCEDURES

Add: B15. SITE INVESTIGATION

- B15.1 Further GC.2.01, the Bidder may make an appointment to view the Site by contacting the Contract Administrator.
- B15.2 The Bidder is advised that Table A lists every machine location.
- B15.3 The Bidder shall not be entitled to rely on any information or interpretation received at the Site investigation unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

PART D – SUPPLEMENTAL CONDITIONS

Revise: D2. SCOPE OF WORK to read:

- D2.1 The Work to be done under the Contract shall consist of the Rental of Photocopiers for City of Winnipeg Users.
 - D2.1.1 The Contract shall be for a period of thirty-six (36) months, from February 1, 2006 until the last photocopier under this Contract is removed.
 - (a) Each photocopier shall be in place for a thirty-six (36) month period from the date of placement.
- D2.2 The Work shall include supply, delivery, installation, and successful start-up, of new and/or remanufactured, photocopiers at various City locations, **as listed on Table A.**
 - D2.2.1 User requests for multi functional printers (MFP's) shall be directed to the Contract Administrator.
 - (a) The Contract Administrator shall be the deciding authority on whether an MFP may be installed.
- D2.3 The City should issue a new Bid Opportunity to enter into a new Contract that will be effective **February 1, 2009.**
- D2.4 The Work shall be done on an "as required" basis during the term of the Contract.
 - D2.4.1 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.
 - D2.4.2 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.

- D2.5** Notwithstanding D2.1, 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, 2005.
- D2.6** Notwithstanding D2.1, 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, or to terminate the Contract, upon ninety (90) 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.

Add: D14. INSURANCE

- D14.1 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 policy to also contain a contractual liability, and products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period.
- D14.2 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.
- D14.3 Deductibles shall be borne by the Contractor.
- D14.5 The Contractor shall provide the Contract Administrator with 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.
- D14.6 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.

Add: D15. INDEMNITY

- D15.1 "Further to GC6.01, the Contractor may report details of damaged equipment to the Contract Administrator who shall investigate the Contractor's claim and make a determination as to who shall bear responsibility for such damage. The unit or units in question shall remain "as is", until the investigation is complete. The Contractor shall have no claims against the City to rectify any damages without the consent of the Contract Administrator.
- D15.2 Further to GC 7.04, direct damages shall be limited to the Contract value plus 2 million dollars.
- D15.3 Further to GC 7.04, in the event of liability, the Contractor may be given the opportunity to participate or lead the defence, which decision shall be the determination of the City.
- D15.4 Further to GC 7.04(3), the Contractor shall pay to the City the value of all **reasonable** legal fees and disbursements required to defend the City against any action, proceeding, claim or demand arising out of the Contract notwithstanding that the defense of the said action, proceeding, claim or demand was undertaken on behalf of the City by a salaried employee of the City.
- D15.5 Further to GC 7.04(4), The Contractor shall pay to the City all costs taxed against the Contractor in any litigation between the Contractor and the City arising out of this Contract, **except as otherwise ordered by the court or arbitrator as the case may be.**

Add: D16. TOTAL PERFORMANCE

- D16.1 Total Performance will be achieved when the last photocopier is removed from service under this contract.