



# 108-2019 ADDENDUM 1

## PROVISION OF SERVICES FOR WINNIPEG TRANSIT PLUS

### URGENT

**PLEASE FORWARD THIS DOCUMENT TO WHOEVER IS IN POSSESSION OF THE REQUEST FOR PROPOSAL**

ISSUED: February 12, 2019  
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**THIS ADDENDUM SHALL BE INCORPORATED INTO THE REQUEST FOR PROPOSAL AND SHALL FORM A PART OF THE CONTRACT DOCUMENTS**

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**Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Request for Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 9 of Form A: Proposal may render your Proposal non-responsive.**

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### PART D – SUPPLEMENTAL CONDITIONS

Add: D6.5                      The Contractor shall require all its employees and Subcontractors (if applicable) employed in the Work to execute and deliver a Non-Disclosure and Consent to Monitoring Agreement in the form attached to these Supplemental Conditions (Form L: Non-Disclosure and Consent to Monitoring Agreement) prior to that person’s beginning Work under this Contract. The Contractor shall provide all completed Non-Disclosure and Consent to Monitoring Agreements to the City Representative prior to the applicable employee or Subcontractor beginning Work under this Contract. The Contractor may only disclose Confidential Information to its employee or Subcontractor who has a need to know for the purposes of the Work, provided first that prior to such disclosure each such person shall have completed and returned a Non-Disclosure and Consent to Monitoring Agreement to the satisfaction of the City. The Contractor shall:

- (a) take reasonable steps (including those steps that the Contractor takes to protect its own information that it regards as confidential) to keep the Confidential Information confidential;
- (b) use the Confidential Information only for the purpose of performing the Work and for no other purpose whatsoever;
- (c) at the City Representative’s request and option, immediately return Confidential Information to the City, or certify in writing that it has been destroyed.

The Contractor shall be responsible for any violation of the requirements of D6 by any such person

Add: Form L:                      Form L: Non-Disclosure and Consent to Monitoring Agreement

Revise: D11.1 to read:              If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until a **date sixty (60) days after Total Performance** in the form of:  
(a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the first year of the Contract Price; or  
(b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg,

in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the first year of the Contract Price; or

(c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the first year of the Contract Price.

(e) Proponents will have the option of either providing the necessary Performance Security or having the required equivalent withheld by the City from their Contract payments. If Performance Security is not provided, and the Proponent has requested in writing to have amounts withheld, a fifteen percent (15%) withholding will be made from all payments to the Contractor until the amount of **15% of the value of the first year of the Contract Price** has been accumulated. A letter of direction in this regard is required from the Proponent prior to beginning the Work.

## **PART E – SPECIFICATIONS**

- Revise: E5.26 to read Identified with Winnipeg Transit Plus logo to be displayed on the outside on the rear on each side and on the rear in the centre. Winnipeg Transit Plus logos must be removed and when a vehicle is no longer used to perform the Work and/or the Contract expires. If a Vehicle is equipped with pre-existing "Handi Transit" logos, the City shall provide new Winnipeg Transit Plus logos to the Contractor free of charge;
- Revise: E6.2 to read: Drivers employed for Work under this Contract shall:
- a) Possess a valid Manitoba driver license for the class of vehicle to be operated, as required by Provincial Legislation and Regulations;
  - b) Provide a copy of his valid Manitoba driver licence before commencement fo Work under this Contract to the Contract Administrator;
  - c) Provide his valid Manitoba driver license to Winnipeg Transit Plus Inspectors upon request;
  - d) Provide vehicle registration/insurance documents to Winnipeg Transit Plus Inspectors upon request;
  - e) Possess a functional ability to read and communicate orally in the English language;
  - f) Be physically and mentally fit for the Work;
  - g) Be alert and well rested at all times while operating the vehicle;
  - h) Be polite and considerate of the public at all times;
  - i) Be well groomed and properly attired and have the employee identification in a laminated card visible at all times on City property and while in the performance of the Work;
  - j) Have a good knowledge of the location of streets and major activity areas in the City of Winnipeg or the ability to learn within six months;
  - k) All operators must wear a high visibility vest at all times while carrying out the Work of the Contract
  - l) Comply with security clearance requirements as described in Part F
- Add: 6.5 Drivers employed for Work under this Contract must successfully complete an orientation and training program conducted by the City before commencement of Work and issuance of a Winnipeg Transit Plus Identification Card to that driver. The orientation and training program is generally as follows:
- a) the number of drivers attending such a training program and the times for attending the program will be determined by mutual agreement between the City and the Contractor;
  - b) the normal class size will be determined by the City;
  - c) a fee per driver will be charged in advance to cover the City's costs in providing this driver training;
  - d) tests in public relations, ability to speak and read English, and physical abilities for this type of Work will be conducted. Drivers who do not pass these tests will not be allowed to do Winnipeg Transit Plus Work and will not be refunded the training fee.

- e) the length and method of the training program may change as training and development needs are identified which may increase the fee of the training program to cover the City's costs;
- f) the City may require drivers employed for Work under this Contract to attend refresher training at various times during the period of the Contract.
- g) Winnipeg Transit Plus Identification Cards shall expire every three (3) years. In order to renew a Winnipeg Transit Plus Identification Card, that driver must to the satisfaction of the Contract Administrator:
  - i) complete a refresher orientation and training course as described herein:
  - ii) submit current copies of a criminal record check, Manitoba Driver's Abstract, and Manitoba Driver Safety rating;
- h) the City may at any time require re-training of a driver employed for Work under this Contract to improve performance. The re-training will be provided by the City and the established fee will be charged to the Contractor;
- i) If refresher training is required under E6.3 (f) (g), or (h), it will be provided by the City and an applicable fee may be applied to the Contractor.

Revise E9.3 to read:

Further to E9.2, the Contractor's drivers shall provide service as specified in the Winnipeg Transit Plus Service Manual as provided to the Contractor's drivers at their training sessions pursuant to E6, which may be updated from time to time with notice to the Contractor, and all applicable service bulletins issued to the Contractor thereunder from time to time, all of which are expressly incorporated by reference into this Contract. Additional copies of the Winnipeg Transit Plus Service Manual will be made available on a direct cost basis.

Revise E9.4 to read:

Drivers may have a cell phone, blackberry or similar electronic device ("Cell Phone") for the purpose of contacting the Contractor or Winnipeg Transit Plus Dispatch for assistance or instruction. While using a Cell Phone during the performance of this Contract, drivers must obey all requirements of the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*, and the following requirements of this Contract.

Drivers:

- (a) shall have their Cell Phone on vibrate when transporting a passenger(s);
- (b) shall not make personal calls (hand held or hands free) at any time when a passenger is onboard.
- (c) shall use a Cell Phone when a passenger is onboard only:
  - (a) for communicating with the Contractor or Winnipeg Transit Plus Dispatch for the purposes of assistance or instruction in the Work of this Contract, and
  - (b) when the vehicle's gear selector is in 'Park' and the vehicle is stationary and not obstructing a roadway or a lane of travel, and
  - (c) when fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*.
- (d) shall, when a passenger is not onboard, only make and receive phone calls fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*;
- (e) shall listen to or view voice-mail, e-mail, or electronic messages from Winnipeg Transit Plus Dispatch or the Contractor only when:
  - (a) the vehicle's gear selector is in 'Park' and the vehicle is stationary and not obstructing a roadway or a lane of travel, and
  - (b) fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*;
- (f) shall never listen to or view personal voice-mail, email, or other electronic messages, or otherwise use an electronic device as defined in the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*, while in the vehicle.

Delete: E14.2: