



926-2024 ADDENDUM 2

SUPPLY AND DELIVERY OF TRANSIT BUS TIRES

URGENT

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

ISSUED: February 14, 2025
BY: Tommy Khamphavong
TELEPHONE NO. 204 619-7352

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

Template Version: Add 2024-02-01

Please note the following and attached changes, corrections, additions, deletions, information and/or instructions in connection with the Bid/Proposal, and be governed accordingly. Failure to acknowledge receipt of this Addendum in Paragraph 10 of Form A: Bid/Proposal may render your Bid/Proposal non-responsive.

PART B – BIDDING PROCEDURES

Revise: B2.1 to read: The Submission Deadline is 4:00 p.m. Winnipeg time, **March 7, 2025.**

PART D – SUPPLEMENTAL CONDITIONS

Revise: D2.1 to read: The Work to be done under the Contract shall consist of Supply and Delivery of Transit Bus Tires for a Transit Bus for the period from the Date of Award until March **31**, 2026 with the option of five (5) mutually agreed upon one (1) year extensions.

Add the following Section and Clauses:

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES, OR TARIFFS

D21 ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

D21.1 Further to C10.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:

- (a) occurs after the Submission Deadline;
- (b) applies to Material; and
- (c) affects the cost of that Material to the Contractor.

D21.2 Further to C10.5, if a change referred to in C10.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted under this clause.