

# 771-2009ADDENDUM 2

#### **PROVISION OF HANDI-TRANSIT SERVICES**

## **URGENT**

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

ISSUED: January 14, 2010 BY: Catherine Caldwell TELEPHONE NO. (204) 986-5329

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

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 9 of Form A: Bid may render your Bid non-responsive.

### PART B – BIDDING PROCEDURES

Revise:	B2.1 to read:	The Submission Deadline is 4:00 p.m. Winnipeg time, January 21, 2010
Add:	B20	PRICE ADJUSTMENT MECHANISM
Add:	B20.1	Prices shall be fixed for the duration of the Contract except that.
Add:	B20.2	The Prices for year one (1) of the Contract will be as stated on Form B: Prices and will be in effect until December 14, 2011.
Add:	B20.3	Notwithstanding C.7.3, the prices for year two (2), year three (3), year four (4), year five (5), and year six (6) will be adjusted by the percentage change in the <i>Statistics Canada Consumer Price Index for Transportation for Manitoba</i> from the previous year applied to fifteen percent (15%) of the unit price. The unit price adjustment will be effective on December 15, 2011 and every year after that. (http://www40.statcan.gc.ca/l01/cst01/cpis01h-eng.htm)
Add:	B20.4	If there is a percentage decrease in the <i>Statistics Canada Consumer Price Index for Transportation for Manitoba</i> from the previous year, the City of Winnipeg will adjust the unit price downward fifteen (15%) for that upcoming year. All price adjustment calculations will be rounded to the nearest hundredth of a dollar (\$0.0001).
Add:	B20.5	The Contract Administrator shall notify the Contractor in writing, of any change in the Unit Prices.

### PART D - SUPPLEMENTAL CONDITIONS

Delete: D2.4

Revise: D11.1 to read: The Contractor shall provide and maintain performance security until two (2) months from 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 fifteen percent (15%) of the Contract Price for the first year of the Contract; 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 H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the Contract Price for the first year of the Contract; 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 fifteen percent (15%) of the Contract Price for the first year of the Contract.
- (d) Bidders 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 Bidder 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 required has been accumulated. A letter of direction in this regard is required from the Bidder prior to beginning the Work.

Delete: D19.1 Shown on Addendum 1, it is to be replaced with the above clause D11.1.

### PART E - SPECIFICATIONS

Add: E9.2 to read: (y) must not transport a passenger if the trip sheet indicates "mandatory attendant" and the attendant is not present to accompany the passenger on the trip.