



752-2024 ADDENDUM 4

PROVISION OF ACCESSIBLE TRANSPORTATION FOR WINNIPEG TRANSIT PLUS

URGENT

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

ISSUED: February 4, 2025
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**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 D – SUPPLEMENTAL CONDITIONS

- Add: D6.1 (a): For the avoidance of any doubt, this means the supervisor must be available during all hours vehicles are on the road as described in section E2. The Contractor’s supervisor shall serve as the initial contact point or “dispatch” for their employees (drivers). When needed, this supervisor would then contact Winnipeg Transit Plus supervisors for further assistance (for example, in the event of a vehicle breakdown, etc.). The Contractor’s supervisor may be required to assist or otherwise respond to matters in-person.
- Add: D33: Tariffs
- Add: D33.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax or tariff imposed 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.
- If a change referred to in D33.1 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.

PART E – SPECIFICATIONS

- Revise: E5.5 (a) to read:
- a) Six (6) passenger/two (2) wheelchair floor plan/capacity.
 - (i) This floor plan consists of six (6) forward-facing ambulatory seats and two (2) wheelchair/scooter securement locations.
 - (ii) Note that the driver’s side furthest rear passenger seat shall be substituted for a walker securement location, resulting in a grand total carrying capacity of five (5) ambulatory passengers and two (2) non-ambulatory passengers, not including the driver of the vehicle.

Revise: E5.17 to read:

The Contractor will be provided with, at no additional cost, decals notifying customers of audio and video recording, to be displayed on the exterior and/or interior of each vehicle, in a location specified by the Contract Administrator. Any costs associated with decals are the sole responsibility of the Contractor.

Revise: E5.22 to read:

Each vehicle shall be decaled as directed by the Contract Administrator to include the following. All costs for decals and installation are the responsibility of the Contractor.

- a) Winnipeg Transit Plus logos on the exterior.
- b) the Contractor's company name on the exterior.
- c) a unique vehicle number, assigned by the Contract Administrator, on the exterior and interior.

Revise: E7.3 to read:

Winnipeg Transit Plus shall advise the Contractor of required service demands (i.e. vehicle hours required) and the Contractor shall schedule vehicles and drivers to meet the stated service demands of Winnipeg Transit Plus and must provide the City with a list of the vehicles and drivers that will be used for the following seven days of Work ("vehicle roster"). This information shall be communicated in a manner determined by Winnipeg Transit Plus.

- a) The Contractor shall seek the prior approval of the Contract Administrator or designate prior to making any changes to the vehicles intended to be used for service in the following seven days of Work. Failure to obtain said approval may result in the assessment of a Service Recovery Fee.
- b) The Contractor shall ensure that drivers scheduled to meet the stated service demands of Winnipeg Transit Plus are available to start their duty (shift) at the time prescribed by Winnipeg Transit Plus.
- c) The Contractor may opt to schedule multiple drivers to perform the Work required. In the case of a driver changeover taking place during required service hours, the changeover must take place within the City of Winnipeg. Although not required, where practicable, Winnipeg Transit Plus recommends shift changeovers take place near the core of the City/adjacent to medical facilities, etc.
- d) The origin and final destination address for each scheduled driver must be within the boundaries of the City of Winnipeg.
- e) Travel time from a driver's origin address to their first trip pick-up at the start of their shift (duty), as well as travel time from final pick-up to the driver's destination address at the end of their shift (duty), shall be considered as paid vehicle service hours.

Revise: E14.1(a) to read:

Based on Table 1 below, the estimated quantity of work is as stated on Form B: Prices.

- a) Table 1 demonstrates the estimated maximum distribution of runs for the Work. There is no minimum as the Work is done on an as required basis. Estimated maximum daily hours reflect paid work time and are not inclusive of time allotted for minimum break requirements in accordance with *The Employment Standards Code of Manitoba*. All run start and end times are flexible and are determined daily based on service demand, and as such, may change on a daily basis. Based on historical data, it is estimated that each vehicle may travel approximately 16 kilometers per paid service hour.

APPENDICES

Add: Appendix_A – Sample Schedule

QUESTIONS AND ANSWERS

- Q1: Clause D6.1 – Supervisor Coverage
Does the supervisor need to be on duty at all hours of service, or can we have a supervisor present in the office during regular business hours (e.g., 9 AM – 5 PM) and on-call during all other service hours?
- A1: See clause D6.1(a) above within this addendum.
- Q2: Dispatch Operations Location:
Can dispatch operations be centralized and run from a facility located outside Winnipeg (e.g., our dispatch center in Ontario, which manages dispatch operations for multiple contracts)?
- A2: See clause D6.1(a) above within this addendum.
- Q3: Hours of Service & Operator Availability:
The RFP states that the earliest weekday pickup is at 6 AM. Are operators required to be on-call and ready at 6 AM regardless of whether a trip is scheduled at that time?
- A3: See clause E7.3 above within this addendum.
- Q4: Hours of Service & Operator Availability:
Will billing be based on the total operating hours of the service (6 AM – 12 AM), or will it be calculated based on the actual vehicle hours from the first pickup to the last drop-off?
- A4: Please refer to section D27.3 of the RFP.
- Q5: Access to Spare Labs & GPS Requirements:
Addendum 2 states that we will not have access to the Spare Labs system. Does this also mean we will not have real-time visibility of our own vehicles' locations and trip assignments?
- A5: At this time, our software platform does not support providing Contractors with real-time visibility to their vehicle's locations/trip assignments. The dispatch team at Winnipeg Transit Plus monitors vehicle operations throughout the day as well and will contact the Contractor's supervisor as required. Winnipeg Transit Plus is working with our software vendor in the hopes of providing Contractors with more access and visibility within our application.
- Q6: Access to Spare Labs & GPS Requirements:
Without access to booking/trip data, how should we schedule drivers if we don't know the time of the first pickup?
- A6: As described in the response to question 3 of this addendum, Winnipeg Transit Plus provides Contractors with a schedule of hours required for our operations in-advance.
- Q7: Access to Spare Labs & GPS Requirements:
Since effective operations require real-time vehicle tracking, can the City confirm whether we must procure our own GPS system for vehicle monitoring?
- A7: Winnipeg Transit Plus has no requirement for Contractors to procure their own GPS system for vehicle monitoring. As discussed in the response to question 5 of this addendum, the dispatch team at Winnipeg Transit Plus monitors vehicle operations throughout the day as well and will contact the Contractor's supervisor as required. However, Winnipeg Transit Plus recognizes that Contractors may wish to utilize more technology to help support the operations, and Contractors may opt to install additional systems they desire via discussion and approval with the Contract Administrator.
- Q8: Decal Installation Responsibility:
Addendum 2 states that the City will provide vehicle decals. Will the City also cover the cost of installation, or is the contractor responsible for both installation and any associated costs?
- A8: See clause E5.17 and clause E5.22 above within this addendum.

Q9: Preferred Method for Operator Shift Changes:
If a vehicle is scheduled for a 16 hour shift, and we plan to have Operator #1 drive for the first 8 hours before switching to Operator #2 for the remainder of the shift, can this changeover be performed at our facility?

A9: See clause E7.3 above within this addendum.

Q10: Preferred Method for Operator Shift Changes:
Alternatively, must the shift change take place within the vehicle's operating zone (assuming no passengers are on board at the time)?

A10: See clause E7.3 above within this addendum and refer to section E3 of the RFP regarding service area.

Q11: Billing for Deadheading Due to Shift Changes:
If the shift change occurs at our facility, will the time spent deadheading back to the facility for the change-off be considered billable, or will the vehicle be considered out of service during that time?

A11: See clause E7.3 above within this addendum.

Q12: Could the City share the exact driver/vehicle schedule from a recent week? / Could you provide us with the current daily vehicle shift assignments for the current contractor for weekdays and weekends?

A12: Please see Appendix A above/attached within this addendum. This provides a real-life example of recent vehicle scheduling for the Work to be completed under this Contract and is not a guarantee of future scheduling. Winnipeg Transit Plus advises Contractors of vehicle hours required for a given day, and Contractors provide Winnipeg Transit Plus with which vehicles will be in-service to cover the required hours, and which drivers will be operating the vehicles. The scheduling of driver shifts and the decision to split required hours into shifts of varying lengths is at the discretion of the individual Contractor.

Q13: Do you know approximately how many kilometres per hour these vehicles travel on average?

A13: See clause E14.1(a) above within this addendum.

Q14: Contract Termination Notice Period
Clause D2.5 states that the City may terminate the contract with thirty (30) calendar days' written notice. Given the significant capital investments required for this contract, as well as legislative requirements for employee notifications and operational planning, we respectfully request that the City consider extending the notice period to ninety (90) calendar days to ensure a more sustainable transition process. Kindly confirm if this modification can be considered.

A14: Section D2.5 of the RFP would be invoked in the event that operational changes result in substantial changes to the requirements for Work, and Winnipeg Transit Plus cannot accommodate greater than thirty (30) calendar days' written notice in that event. In all other events, Winnipeg Transit Plus would strive to provide as much notice as possible to Contractors regarding, for example, the type and quantity of work as described in section D2.4.1.

Q15: The designated vehicle vendor has advised that purchase orders should be issued by April 2025 to ensure delivery by July 2026. Considering this timeline and the potential impact of tariffs, we request that the City aim to issue the contract award by April 2025, or no later than May 2025, to mitigate supply chain risks and ensure timely project execution. Please confirm whether this timeline is feasible.

A15: Winnipeg Transit Plus will strive to seek approval from its award authority as expeditiously as possible for the benefits of all parties. Award is anticipated to be late May or early June 2025. As per section D2.2 of the RFP, the start date of the Contract would be amended in a situation where the Contract start date is delayed through no fault of the Contractor.

Q16: The proposed contract pricing is based on current vehicle costs and quote. However, the vehicle supplier has expressed concerns regarding implications of potential tariff which would significantly impact pricing and those would be passed on to the Contractor. It is possible that other supplies required for this contract (eg. Cameras) may also be impacted by tariffs or other significant external factors. Should vehicle costs and other related supplies increase by more than 10% between the time of submission and the contract start date, we respectfully

request that the City consider a one-time start-up adjustment to bridge the cost difference due to factors beyond the Contractor's control. Could the City confirm if this request would be open for consideration and discussion?

A16: See clause D33.1 above within this addendum.