



489-2022 ADDENDUM 1

PROVISION OF ACCESSIBLE TRANSPORTATION FOR WINNIPEG TRANSIT PLUS

URGENT

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

ISSUED: July 11, 2022
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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 2021-03-05

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.

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Revise: Part D: Control of Work to read Organization of Work

PART D – SUPPLEMENTAL CONDITIONS

Add: D11.6 For the avoidance of doubt, and further to C6.17, the Contractor is responsible for obtaining its own workers compensation coverage for all of its employees who will be performing the Services.

Revise: D15.2(a)(ii) to read: evidence of the workers compensation coverage specified in C6.17

Add: D32 CONFIDENTIALITY AND PROTECTION OF PERSONAL AND PERSONAL HEALTH INFORMATION

D32.1 For the purposes of D32, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.

D32.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.

D32.3 All Confidential Information (meaning any and all information that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including “Personal Information” as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), and “Personal Health Information” as defined by The Personal Health Information Act (“PHIA”), is and shall remain the property of the City. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.

D32.4 While this Contract is in effect and at all times thereafter the Contractor shall:

- (a) only use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
- (b) ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
- (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
- (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
- (e) inform its Representatives of the obligations imposed upon it under this Contract and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.

D32.5 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information that may be in its possession (in a form satisfactory to the City) and shall thereafter destroy the same Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.

D32.6 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:

- (a) the standards the Contractor has in place to protect its own confidential information; or
- (b) the standards imposed on the Contractor by the City.

D32.7 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.

D32.8 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.

D32.9 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.

D32.10 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all Confidential Information via written agreements which contain protections no less strict than those contained within the Contract. In this respect, the Contractor shall ensure all of its employees who shall be driving as part of the Services review and agree to the terms of the attached “Form L”, by signing and return the attached “Form L”. “Form L” contains additional terms requiring the drivers to consent to monitoring in the scope of the Services.

Add: Form L: Disclosure and Consent to Monitoring Agreement