



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 488-2005**

**PROVISION OF HANDI-TRANSIT SERVICES**

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## **PART B - BIDDING PROCEDURES**

### **B1. PROJECT TITLE**

B1.1 PROVISION OF HANDI-TRANSIT SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 28, 2005.

B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. BIDDER'S CONFERENCE**

B3.1 There will be a Bidder's Conference from 9:00 a.m. to 11:00 a.m. on October 17, 2005 to provide Bidders with an understanding of the work of the Contract. The Bidder's Conference shall be at 414 Osborne Street.

B3.2 The City shall issue an Addendum providing a listing of all questions and answers provided at the Bidder's Conference.

### **B4. BACKGROUND**

B4.1 Handi-Transit is a division within the Transit Department and is responsible for the operation of a parallel to regular transit service for persons unable to use the regular transit system because of a physical disability.

B4.2 Handi-Transit provides approximately 600,000 trips annually for persons with disabilities.

B4.3 Handi-Transit's customer profile consists of approximately sixty-five percent (65%) ambulatory and thirty-five (35%) wheelchair bound users.

B4.4 The quantity of Work offered herein constitutes approximately twelve percent (12%) of all Handi-Transit brokerage contracts.

### **B5. ENQUIRIES**

B5.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision at least five (5) Business Days prior to the Submission Deadline.

B5.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B5.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

## **B6. CONFIDENTIALITY**

B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **B7. ADDENDA**

B7.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda shortly before submitting his Proposal.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 11 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B8. SUBSTITUTES**

B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with

- the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative shall base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B18.
- B8.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal Submission consists of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Form C: Qualification;
  - (d) Form G1: Bid Bond and Agreement to Bond, or  
Form G2: Irrevocable Standby Letter of Credit and Undertaking, or  
a certified cheque or draft;
  - (e) Business plan, which outlines “start up” plans if appropriate, operational plans, financial plans, equipment to be used for the Work, and accurately represents the Work for which the Bidder is submitting their proposal;
  - (f) Industry experience of key personnel; and
  - (g) Three (3) industry references. Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons with disabilities, Handi-Transit advisory committees, companies or individuals known to have done business with the Bidder.

- B9.2 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely in ink, to constitute a responsive Proposal.
- B9.3 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.3.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.4 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.5 Proposal Submissions shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Branch  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1

## **B10. PROPOSAL**

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
  - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 13 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
  - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

- B10.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B10.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

## **B11. PRICES**

- B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B11.1.1 Notwithstanding GC.9.01(1), prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B11.2 The Bidder shall specify an approximate quantity of vehicle hours and a detailed description about the type and amount of service they propose to Work.
- B11.3 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B11.4 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

## **B12. QUALIFICATION**

- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
  - (b) be responsible and not be suspended, debarred or in default of any obligation to the City;
  - (c) be financially capable of carrying out the terms of the Contract;
  - (d) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract;
  - (e) have successfully carried out work, similar in nature, scope and value to the Work;
  - (f) employ only Subcontractors who:
    - (i) are responsible and not suspended, debarred or in default of any obligation to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>); and
    - (ii) have successfully carried out work similar in nature, scope and value to the portion of the Work proposed to be subcontracted to them, and are fully capable of performing the Work required to be done in accordance with the terms of the Contract; and
  - (g) have a written workplace safety and health program in accordance with The Workplace Safety and Health Act (Manitoba).



- B12.2 The Bidder shall complete Form C: Qualification giving a list of previously completed work, similar in nature, scope and value to the Work, in sufficient detail to demonstrate the Bidder's qualification to undertake the Work.
- B12.3 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.
- B12.4 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.
- B12.5 The Bidder shall provide résumés detailing the industry experience of their key personnel.
- B12.6 The Bidder shall provide three (3) references that have knowledge of the organizations and/or key personnel industry experience in providing Handi-Transit services.

### **B13. BUSINESS PLAN**

- B13.1 The Bidder shall provide a business plan with their Proposal submission which includes the following:
- (a) Management plan including but not limited to a consideration of the following matters where applicable:
    - (i) Management and organization structure of the Bidder including the roles and responsibilities of the staff who will have management and supervisory positions with regard to the Contract, and
    - (ii) Personnel data on key executives including relevant business experience, advertising experience and any other information that indicates the necessary skills.
  - (b) Financial Plan;
  - (c) Operating Plan; and
  - (d) Proposed Implementation Plan.

### **B14. BID SECURITY**

- B14.1 The Bidder shall provide bid security in the form of:
- (a) a bid bond, in the amount of at least ten percent (10%) of the Total Bid Price, and agreement to bond of a company registered to conduct the business of a surety in Manitoba, in the form included in the Proposal Submission (Form G1: Bid Bond and Agreement to Bond); or
  - (b) an irrevocable standby letter of credit, in the amount of at least ten percent (10%) of the Total Bid Price, and undertaking 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 included in the Proposal Submission (Form G2: Irrevocable Standby Letter of Credit and Undertaking); or
  - (c) a certified cheque or draft payable to "The City of Winnipeg", in the amount of at least twenty percent (20%) of the Total Bid Price, drawn on a bank or other financial institution registered to conduct business in Manitoba.
- B14.1.1 If the Bidder submits alternative Proposals, the bid security shall be in the amount of the specified percentage of the highest Total Bid Price submitted.
- B14.2 The bid security of the successful Bidder and the next two lowest evaluated responsive and responsible Bidders will be released by the City when a Contract for the Work has been duly

executed by the successful Bidder and the performance security furnished as provided herein. The bid securities of all other Bidders will be released when a Contract is awarded.

- B14.2.1 Where the bid security provided by the successful Bidder is in the form of a certified cheque or draft pursuant to B14.1(c), it will be deposited and retained by the City as the performance security and no further submission is required. Where the Bidder has agreed to have the amount withheld from their payments confirmation in writing must accompany their Bid Submission.
- B14.2.2 The City will not pay any interest on certified cheques or drafts furnished as bid security or subsequently retained as performance security.
- B14.3 The bid securities of all Bidders will be released by the City as soon as practicable following notification by the Contract Administrator to the Bidders that no award of Contract will be made pursuant to the Request for Proposal.

## **B15. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B15.1 Proposal Submissions will not be opened publicly.
- B15.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.
- B15.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

## **B16. IRREVOCABLE OFFER**

- B16.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 12 of Form A: Proposal.
- B16.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 12 of Form A: Proposal.

## **B17. WITHDRAWAL OF OFFERS**

- B17.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B17.1.1 Notwithstanding GC.7.06(2), the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B17.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 13 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B17.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:
- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;

- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 13 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B17.1.3(b), declare the Proposal withdrawn.

B17.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B16.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law, including the right to retain the Bidder's bid security.

## **B18. INTERVIEWS**

B18.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

## **B19. NEGOTIATIONS**

B19.1 The City reserves the right to negotiate details of the Contract with Bidders.

B19.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Bidder is advised to present his best offer, not a starting position for negotiations, in his Proposal Submission; the City will not necessarily pursue negotiations with any Bidder.

B19.3 If, in the course of negotiations pursuant to B19.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Bidder from the Proposal as originally submitted.

## **B20. EVALUATION OF PROPOSALS**

B20.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Request for Proposal:
  - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12:
  - (i) mandatory qualifications (pass/fail);
  - (ii) industry experience of key personnel (20%);
- (c) Business Plan (5%);
- (d) References (10%);
- (e) Net Present Value of the Total Bid Price (65%);
- (f) economic analysis of any approved alternative pursuant to B8.

B20.2 Further to B20.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements if the interests of the City so require.

B20.3 Further to B20.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified. The evaluation of industry experience of key

personnel shall be based on the amount of experience with full points being given for the most experience and others being pro-rated accordingly.

- B20.4 Further to B20.1(c), the business plan will be evaluated based upon completeness and reasonableness of the plan.
- B20.5 Further to B20.1(d), references will be evaluated based upon a standard format of questions that will be asked of all references. Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons with disabilities, Handi-Transit advisory committees, companies or individuals known to have done business with the Bidder. Points will be allocated for the following general criteria: positive recommendation based on experience with the Bidder in the type of work described herein, cleanliness of vehicles, driver behaviour and schedule adherence. Points will be deducted for issues such as complaints, unsafe vehicle operation and poor vehicle condition, etc.
- B20.6 Further to B20.1(e), the net present value of the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices, based on a per vehicle hour basis. The net present value will be determined using a discount rate of six percent (6%) per year. The lowest bid will receive the most points with higher priced Bids being pro-rated accordingly.
- B20.6.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.
- B20.5 This Contract may be awarded as a whole (Alternative 1) or separately in sections (Alternative 2) as identified on Form B: Prices.
- B20.5.1 Notwithstanding B11.1, the Bidder may, but is not required to, bid on both alternatives, or on any one or more sections in Alternative 2.
- B20.5.2 The City shall not be obligated to award any section to the responsible Bidder submitting the lowest evaluated responsive Bid for that section and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on both alternatives or on all sections in Alternative 2, he shall have no claim against the City if his partial Bid is rejected in favour of an award of the Contract on the basis of an alternative or section upon which he has not bid.
- B20.5.3 It is the City's desire to have multiple contractors involved in the Work. The City therefore reserves the right to award multiple contracts which may include contractors not deemed by the evaluation criteria to have the highest rating.

## **B21. AWARD OF CONTRACT**

- B21.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.
- B21.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B21.2.1 Without limiting the generality of B21.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
  - (b) the prices are materially in excess of the prices received for similar work in the past;

- (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
- (d) only one Proposal is received; or
- (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.

B21.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.

## **PART C - GENERAL CONDITIONS**

### **C1. GENERAL CONDITIONS**

C1.1 The *General Conditions for Provision of Services* (Revision 1996 02 05) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Provision of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Provision of Services*, these Supplemental Conditions are applicable to the Work of the Contract.
- D1.2 The General Conditions are amended by striking out "The City of Winnipeg Act" wherever it appears in the General Conditions and substituting "The City of Winnipeg Charter".
- D1.3 The General Conditions are amended by striking out "Board of Commissioners" or "Commissioner" wherever it appears in the General Conditions and substituting the "Chief Administrative Officer".
- D1.4 The General Conditions are amended by striking out "Tender Package" wherever it appears in the General Conditions and substituting "Request for Proposal".
- D1.5 The General Conditions are amended by striking out "Tender Submission" wherever it appears in the General Conditions and substituting "Proposal Submission".
- D1.6 The General Conditions are amended by striking out "Bidding Instructions" wherever it appears in the General Conditions and substituting "Bidding Procedures".

#### D2. SCOPE OF WORK

- D2.1 The Work to be done under the Contract shall consist of public transportation services for persons with disabilities for the period of February 1, 2006 to January 31, 2011.
- D2.2 The major components of the Work are as follows:
- (a) Providing transportation for ambulatory persons with disabilities and some persons with disabilities who use a wheelchair but can transfer to the seat of a vehicle without assistance, and
  - (b) Providing transportation for persons with disabilities who travel in a wheelchair and require the use of a wheelchair accessible vehicle.
- D2.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.3.2 Subject to GC.4.07, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.3.3 The Work to be performed is on a vehicle hour basis.

#### D3. DEFINITIONS

- D3.1 When used in this Request for Proposal:
- (a) "**Accessible Building Entrance Door**" means a door at a building entrance accessible without negotiating stairs in excess of three (3) risers, unless otherwise approved by the Supervisor of Handi-Transit;
  - (b) "**Ambulatory**" where describing a person, means a disabled person able to walk with or without assistance but who does not use a wheelchair;

- (c) "**Budget**" means the annual budget of the City for the Handi-Transit Service which includes the supplementary "Service" to be provided;
- (d) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (e) "**Buyer**" means the person authorized to represent the City in respect of the Request for Proposal;
- (f) "**Calendar Day**" means the period from one midnight to the following midnight;
- (g) "**Cancellation**" means a scheduled trip cancelled by telephone notification to the Dispatcher at least thirty (30) minutes before the scheduled pick-up time;
- (h) "**Contract**" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (i) "**Contract Administrator**" means the person authorized to represent the City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (j) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (k) "**Dispatcher**" means a person or persons employed by the Contractor who dispatches vehicles to meet the schedule requirements of the City;
- (l) "**may**" indicates an allowable action or feature which will not be evaluated;
- (m) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (n) "**No Show**" means a scheduled trip cancelled without telephone notification to the Handi-Transit Dispatcher at least thirty (30) minutes before the scheduled pick-up time;
- (o) "**Passenger Trip**" means one (1) passenger transported from an origin point to a destination point. In the case of a route request with one (1) or more intermediate destinations, each stage of the route shall be a "Passenger Trip";
- (p) "**run**" means one (1) vehicle scheduled and available for or performing the Work for one (1) day or twelve (12) hours;
- (q) "**should**" indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) "**Site**" means the lands and other places on, under, in or through which the Work is to be performed;
- (s) "**Statutory Holiday**" means a statutory holiday as observed by the City;
- (t) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals;
- (u) "**Vehicle Hour**" means one (1) vehicle scheduled and available for or performing the Work for one (1) hour;
- (v) "**Handi-Transit Vehicle**" is defined under this contract as a vehicle meeting the D409 Standards equipped with a wheelchair lift (or a low floor vehicle not requiring a wheelchair lift) with a passenger capacity of at least 4 wheelchairs and 4 seated passengers;
- (w) "**Work**" means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;



- (x) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

**D4. CONTRACT ADMINISTRATOR**

- D4.1 The Contract Administrator is:

Catherine Caldwell  
Manager of Handi-Transit  
Transit Department  
414 Osborne Street,  
Winnipeg, Manitoba  
R3L 2A1

Telephone No. (204) 986-5329

Facsimile No. (204) 986-6555

- D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

**D5. CONTRACTOR'S SUPERVISOR**

- D5.1 At the pre-commencement meeting, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

- D5.2 The Contractor shall provide one (1) contact phone number for all communications for the Work of this Contract.

- D5.3 The Contractor must have a staff person available at the contact number during the "run" hours that any vehicle is assigned Work under this contract.

**D6. NOTICES**

- D6.1 GC.7.06 is hereby amended to delete reference to "registered mail" and to replace same with "ordinary mail".

- D6.2 GC.7.06 is further amended hereby to include delivery by facsimile transmission (fax) as an acceptable means of delivering notices, consents, approvals, statements, authorizations, documents or other communications required or permitted to be given under this Contract. Deliveries by fax will be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery.

- D6.3 Further to GC.7.06, all notices, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in D6.4, D6.5 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator at the address or facsimile number identified in D4.1.

- D6.4 All notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg  
Chief Administrative Officer Secretariat  
Administration Building, 3rd Floor  
510 Main Street  
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-1174

- D6.5 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

Facsimile No.: (204) 947-9155

## **D7. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION**

- D7.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- D7.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- D7.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D9. WORKERS COMPENSATION**

- D9.1 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain Workers Compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;

- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance.

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

## **D11. PERFORMANCE SECURITY**

D11.1 The Contractor shall provide and maintain performance security until the expiration of the warranty period 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 twenty percent (20%) 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 H2: Irrevocable Standby Letter of Credit), in the amount of twenty percent (20%) of the Contract Price;
- (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 twenty percent (20%) of the Contract Price; or
- (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 twenty percent (20%) 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.

D11.1.1 Where the performance security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as performance security.

D11.2 If the bid security provided in his Proposal Submission was not a certified cheque or draft pursuant to B14.1(c), the Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award of the Contract by way of letter of intent and prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

## **D12. SECURITY CLEARANCE**

D12.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.

D12.1.1 The Criminal Records Search shall include a Vulnerable Sector Search.

D12.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year

prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform Work within City facilities or on private property.

- D12.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work within City facilities or on private property.
- D12.4 The City shall require an updated criminal records search for all individuals performing Work under this Contract annually. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform Work under the Contract within City facilities or on private property.

## **CONTROL OF WORK**

### **D13. COMMENCEMENT**

- D13.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D13.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
    - (i) evidence that the Contractor is in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba;
    - (ii) evidence of the workers compensation coverage specified in D9;
    - (iii) evidence of the insurance specified in D10;
    - (iv) the performance security specified in D11; and
    - (v) the security clearances specified in D12.
  - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.
- D13.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the letter of intent.

### **D14. ORDERS**

- D14.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **MEASUREMENT AND PAYMENT**

### **D15. INVOICES**

- D15.1 Further to GC.9.01 and notwithstanding GC.9.03, the Contractor shall submit an invoice for the Work on a bi-weekly basis for all the Work performed during this time period.
- D15.2 Further to D6.3, the Contractor shall submit invoices to the Handi-Transit Office.
- D15.3 Invoices must clearly indicate, as a minimum:
- (a) the City's order number;

- (b) date of service;
- (c) service address;
- (d) the amount payable with GST shown as a separate amount; and
- (e) the Contractor's GST registration number.

D15.4 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

**D16. PAYMENT**

D16.1 Work under this Contract shall be measured on an hourly, per unit basis.

D16.2 The number of units to be paid for shall be the total number of Vehicle Hours scheduled and acceptably provided. No payment will be made for unscheduled time required to complete a trip commencing or assigned to commence during the normal operating hours that in the opinion of the Contract Administrator should have been completed during the normal service operating time defined under the Contract.

D16.3 The Contractor shall submit a bi-weekly invoice showing the total number of Vehicle Hours provided in the month; and the total number of "No Shows" provided in the month.

D16.4 The payment of the final invoice of this Contract will not be made until a Certificate has been filed with the city from the Worker's Compensation Board certifying that all assessments due by the Contractor have been paid and a Statutory Declaration has been filed.

D16.5 Further to GC.9.01 and GC.9.03, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for:

RFP NO. 488-2005

**PROVISION OF HANDI-TRANSIT SERVICES**

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

SIGNED AND SEALED  
in the presence of:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D11)

\_\_\_\_\_  
(Date)

The City of Winnipeg  
Corporate Services Department  
Legal Services Division  
185 King Street, 3rd Floor  
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 488-2005  
PROVISION OF HANDI-TRANSIT SERVICES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_  
Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.



All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

\_\_\_\_\_  
(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

\_\_\_\_\_  
(Name of bank or financial institution)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

Per: \_\_\_\_\_  
(Authorized Signing Officer)

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. GENERAL**

E1.1 These Specifications shall apply to the Work.

#### **E2. OPERATING HOURS**

E2.1 The Contractor shall transport passengers scheduled for pick-up during the following operating hours: in accordance with the requirements hereinafter specified.

- (a) Weekdays (excluding Statutory Holidays) 05:30 to 24:00;
- (b) Saturdays (excluding Statutory Holidays) 06:30 to 24:00; and
- (c) Sundays and Statutory Holidays 07:00 to 23:00.

E2.2 At the end of the operating period, the Contractor shall complete all trips in progress or scheduled to be in progress.

E2.3 In the case of emergency conditions, such as inclement weather, the hours of service will be extended so that all passengers on board a vehicle or waiting to be picked up will be delivered to their destinations.

#### **E3. SERVICE AREA**

E3.1 All trips under this Contract shall start from and end at locations within those areas of the City of Winnipeg served by the regular Transit System.

#### **E4. VEHICLES**

E4.1 All vehicles must be a lowered-floor, rear-entry wheelchair accessible modified van meeting or exceeding the CAN/CSA-D409-02 Standards, fully crash tested to meet Canadian Motor Vehicles Safety Standards (CMVSS) with a passenger capacity of at least one (1) wheelchair of any size and style, and three (3) seated passengers.

E4.2 Each vehicle must have a bi-fold, counter-balanced ramp with piano hinge, dual handles, latching mechanism, anti-rattle magnetization, 4 inch side barriers, gentle 1:5 ration (11.3 degree slope) and 1,000lbs capacity (46 inch x 32 inch).

E4.3 Each vehicle must have lap and shoulder belt for occupant in a wheelchair.

E4.4 Each vehicle must have Q-Straint complete floor pocket mounted 4-point tie down wheelchair securement restraint system for one (1) occupant in a wheelchair.

E4.5 New vehicles are required at the beginning of this Contract for all vehicles assigned twelve (12) vehicle hours of Work.

E4.6 For each section of Work the Contractor will be required to have three (3) vehicles to perform the Work and one (1) spare vehicle in reserve.

E4.7 Spare (backup) vehicles no more than five (5) years of age from the first registration date shall be used for services under this Contract without the prior written approval of the Contract Administrator at any time during the Contract.

- E4.8 When the Contractor replaces any vehicle utilized under this Contract the replacement vehicle must meet or exceed the CAN/CSA-D409-02 Standards, fully crash tested to meet Canadian Motor Vehicles Safety Standards (CMVSS) or the applicable standards in place at the time the vehicle is purchased.
- E4.9 Replacement vehicles no more than five (5) years of age from the first registration date shall be used for services under this Contract without the prior written approval of the Contract Administrator at any time during the Contract.
- E4.10 Each vehicle shall have a functioning heating system capable of maintaining an interior temperature of at least 10 degrees Celsius under Winnipeg winter weather conditions.
- E4.11 Each vehicle shall have a functioning air conditioning system. Air conditioning must be used at a passenger's request.
- E4.12 Each vehicle shall have a two-way radio capable of communicating with their company Dispatcher or a cell phone with voice-mail or other reliable technology able to receive messages electronically from any location in the service area.
- E4.13 Each vehicle will have the anti-skid material on the ramp replaced at the request of the Contract Administrator.
- E4.14 Each vehicle shall be equipped with a functional security camera system of a make and model approved by the Taxicab Board.
- E4.15 The security camera system must be positioned in a suitable position facing rearward, and able to capture and store images of occupants of the vehicle.
- E4.16 In-vehicle camera decals, supplied by Handi-Transit, informing passengers that a security camera system is in use, must be clearly visible and positioned on two (2) of the passenger windows at all times.
- E4.17 Passenger images can only be provided to the Winnipeg Police Service for a criminal investigation, or to the Contract Administrator for the purpose of investigation of a customer complaint.
- E4.18 Each vehicle provided by the Contractor in the performance of this Contract shall be supplied, licensed, maintained, operated and equipped in accordance with all applicable statutes, regulations and legislation of Federal, Provincial and Municipal authorities.
- E4.19 Each vehicle must have a mechanical/safety inspection by a certified mechanic every six (6) months to ensure the vehicle is safe and in good running condition.
  - (a) Certification of all inspections must be signed by a certified mechanic and provided to the Contract Administrator.
- E4.20 Each vehicle shall in the sole opinion of the Contract Administrator, be kept in a clean condition.
- E4.21 Vehicles for use in this Contract shall be "No Smoking" vehicles and neither drivers nor passengers shall be permitted to smoke in the vehicles.
- E4.22 Vehicles shall use a magnetic Handi-Transit sign when performing Work under this Contract and shall remove the sign when Work is not being performed under this Contract.
- E4.23 Each spare (backup) vehicle shall be identified with a magnetic Handi-Transit sign provided by Handi-Transit while performing Work under this Contract.
- E4.24 Each vehicle shall be identified with the Company logo and number.

- E4.25 Each vehicle shall be approved by the Contract Administrator before use in this Contract.
- E4.26 A portable step must be onboard to assist ambulatory passengers in entering and leaving the vehicle.
- E4.27 The Contract Administrator may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.
- E4.28 Any vehicle deemed, by the Contract Administrator, to not be fit for use shall be replaced with an acceptable vehicle.
- E4.29 The Contractor shall notify the Contract Administrator and obtain his approval before using a substitute vehicle or a vehicle substantially modified subsequent to the initial approval.
- E4.30 The Contractor shall supply a list of vehicles being used for Handi-Transit Work to the Contract Administrator. This list must include the identified spare (backup) vehicle. The vehicle list will include make, model, year, license plate and registration number of each vehicle.

## **E5. DRIVERS**

- E5.1 The Contractor will be required to establish an identified and dedicated pool of trained drivers who are willing and qualified to provide transportation service to persons with disabilities.
- E5.2 Drivers employed for Work under this Contract shall:
- (a) possess a valid Manitoba driver licence for the class of vehicle to be operated, as required by Provincial Legislation and Regulation;
  - (b) provide a copy of his valid Manitoba driver licence before commencement of Work under this Contract to the Contract Administrator;
  - (c) provide a copy of his valid Manitoba driver licence by the end of his birth month each year to the Contract Administrator;
  - (d) possess a functional ability to read and communicate orally in the English language;
  - (e) be physically and mentally fit for the Work;
  - (f) be alert and well rested at all times while operating the vehicle;
  - (g) be polite and considerate of the public at all times;
  - (h) be well groomed and properly attired to the satisfaction of the Contract Administrator;
  - (i) have a good knowledge of the location of streets and major activity areas in the City of Winnipeg.
  - (j) comply with security clearance requirements as described in D12.
- E5.3 Drivers employed for Work under this Contract must successfully complete a two (2) day orientation and training program conducted by the City before commencement of Work. 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 12 drivers;
  - (c) a fee of \$150.00 per driver will be charged in advance to cover the City's costs in providing this driver training; and
  - (d) the City may require drivers employed for Work under this Contract to attend refresher training at various times during the period of the Contract. If such refresher training is required, it will be provided by the City at no fee to the Contractor.

- (e) The City may 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 \$150.00 fee will be charged.

E5.4 The City has the right to remove drivers from service when in the opinion of the Contract Administrator; it is in the best interests of passenger safety or quality of service, or failure to comply with specified regulations/procedures.

- (a) Further E5.4 above, drivers who have been removed from Handi-Transit service may undertake the following steps for appeal of the decision:
  - (i) interview with Contractor's company Manager;
  - (ii) interview with the Contractor's company Manager and the Contract Administrator.

E5.5 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 Handi-Transit Work and will not be refunded the training fee.

## **E6. SCHEDULING**

E6.1 All trip requests will be received and scheduled by the City.

E6.2 The City will provide the Contractor with each daily schedule at least twelve (12) hours in advance.

E6.3 The City may add short-notice trips subsequent to the posting of a day's schedule if the Contractor is not, in the sole opinion of the Contract Administrator, scheduled to full capacity for the time period in which the trip will occur. These trip requests will be communicated by the City to the Contractor's Dispatcher by e-mail, telephone or fax.

E6.4 The Contractor must provide the Handi-Transit Office each day with a list of vehicles and the names of the drivers that will be used for the next day's Handi-Transit Contract Work.

E6.5 The Contractor shall schedule vehicles to meet the Handi-Transit service demands by 18:00 of the previous day. Failure to do so may result in the assessment of a service recovery fee. The service recovery fee will be the cost of providing the service thru any means deemed appropriate by the Contract Administrator.

E6.6 The Contractor shall inform the Contract Administrator, or his designate, within 15 minutes if a delay in the schedule is anticipated or encountered for any reason.

E6.7 No vehicle shall depart from any scheduled pick-up location without the scheduled passenger(s) sooner than five (5) minutes after the scheduled pick-up time unless instructed by the dispatcher or person requesting the trip. The vehicle driver must obtain approval from the Contractor's Dispatcher to leave after five (5) minutes has elapsed and the passenger has not appeared at the pick-up area.

E6.8 The Contractor shall cooperate with City staff in the implementation of any procedural changes that may result in increased productivity and efficiency associated with the service.

## **E7. QUANTITIES**

E7.1 Table 1 provides the estimated annual quantities of Work effective February 1, 2006 under this Contract for wheelchair (w/c) accessible vehicles.

E7.2 Table 2 has distribution of runs for each Section of Work. All run start and end times are flexible and are determined daily based on service demand. Time Out and Time In may change on a

daily basis, split with two weeks notice, but the total hours of the run will not be reduced more than two (2) hours.

**Table 1**

<b>WHEELCHAIR ACCESSIBLE VEHICLES HOURLY RATE SERVICE</b>		
<b>Day Type</b>	<b>Average Daily Vehicle Hours</b>	<b>Approximate Annual Vehicle Hours</b>
Weekday	108	28,080

**Table 2**

<b>Group</b>	<b>Day Type</b>	<b>Run (one vehicle)</b>	<b>Time Out</b>	<b>Time In</b>	<b>Total Hours</b>
<b>Section A</b>	Weekday	1	06:30 (flexible)	18:30 (flexible)	12
		2	06:30 (flexible)	18:30 (flexible)	12
		3	06:30 (flexible)	18:30 (flexible)	12
<b>Section B</b>	Weekday	1	07:00 (flexible)	19:00 (flexible)	12
		2	07:00 (flexible)	19:00 (flexible)	12
		3	07:00 (flexible)	19:00 (flexible)	12
<b>Section C</b>	Weekday	1	12:00 (flexible)	24:00 (flexible)	12
		2	12:00 (flexible)	24:00 (flexible)	12
		3	12:00 (flexible)	24:00 (flexible)	12

**E8. PASSENGER ASSIGNMENT**

- E8.1 Handi-Transit schedules all passenger pickups. The number of passengers assigned to a vehicle will be three (3) ambulatory passengers and one (1) passenger in a wheelchair.
- E8.2 The Contractor shall not use vehicles, during the time periods they are in the City's service for any purpose other than performance of the Work under this Contract.
- E8.3 Passengers shall not be transferred from one vehicle to another except in the event of a vehicle being disabled.
- E8.4 The Contractor must notify the Handi-Transit office of "No Shows" within fifteen (15) minutes after the occurrence.

**E9. FARES**

- E9.1 The Contractor shall collect fares from passengers in the form of:

- (a) exact cash payment in the amount specified by the Contract Administrator; or
- (b) a Handi-Transit ticket in the amount and form specified by the Contract Administrator and sold to passengers by the City.
- (c) a small number of passengers use a monthly Handi-Transit pass, which will be recorded on the run sheet.

E9.2 The Contractor shall under no circumstances collect or attempt to collect any payment in excess of the prescribed fare. Drivers will not be allowed to accept tips from passengers for Work performed under this Contract.

E9.3 The Contractor shall deliver all fares to the City, at the location and time specified by the Contract Administrator, on a weekly basis.

E9.4 The Contractor shall be responsible for all fares until delivered to and accepted by the City.

E9.5 The fares are the property of the City and are not payment to the Contractor in addition to the unit prices.

## **E10. PASSENGER SERVICE**

E10.1 The Contractor's drivers shall:

- (a) assist the passenger from inside an accessible building entrance door into the vehicle;
- (b) secure all wheelchair(s) with Q-Straint securement system described in E4:4;
- (c) ask the passenger to use the vehicle seatbelt and offer to assist with securing it.
- (d) transport the passenger to the scheduled destination;
- (e) assist the passenger from the vehicle to a point inside an accessible building entrance door;
- (f) drivers will be required to assist passengers in manual wheelchairs in negotiating a maximum of three steps at the building entrance;
- (g) drivers must at all times be courteous to their passengers;
- (h) drivers must wear their Hand-Transit identification card at all times (which will be issued following successful completion of the two (2) day driver training session) in a visible location when they are doing Work under this Contract; and
- (i) Drivers must have copies of the Handi News onboard and offer a copy to passengers.

E10.2 Further to E10.1 of the specifications contained herein, the Contractor's drivers shall provide service as specified in the Handi-Transit Service Manual, which will be made available at the training session. Additional copies will be made available on a direct cost basis.

E10.3 Drivers will not talk on a cell phone (hand held or hands free) while the vehicle is moving, and

- (a) will not make personal calls on a cell phone even when the vehicle is stopped when a passenger is on board.
- (b) will check voice-mail or e-mail for cancelled trips or additional trips provided by the company Dispatcher between all trips when the vehicle is not moving.

E10.4 Drivers failing to comply with E10.1, E10.2 and E10.3 contained herein, they may be charged a service recovery fee. The amount of this fee will be based on the direct costs incurred by the City to monitor the service and respond to passenger complaints resulting from a driver not fulfilling their responsibilities in accordance with the service specifications of this Contract.

- E10.5 The amount of the service recovery fee will be deducted from the Contractor's bi-weekly payment.
- E10.6 The City also has the right to have a driver removed from the Work of the Handi-Transit Contract.

### **E11. DOCUMENTATION**

- E11.1 The Contractor shall submit, with the delivery of fares collected, the following:
- (a) a trip summary sheet showing the number of trips, and the pick-up time, drop-off time and type of fare (cash or ticket) collected for each trip according to the schedule provided by the Handi-Transit office.
  - (b) a list of cancellations and no shows; and
  - (c) when applicable, complaint reports and accident/incident reports.
- E11.2 The Contractor shall submit the information on forms supplied by the City, in the manner specified by the Contract Administrator.

### **E12. SERVICE MONITORING**

- E12.1 The Contractor must monitor at least five (5%) percent (the percentage may be negotiable by the Contractor depending on the size of their Contract Work) of their driver pick-ups to ensure that all Work is being performed in accordance with the service specifications described in E10 contained herein.
- E12.2 Further to E12.1 above, service monitoring must be undertaken during evenings and weekends (if applicable) as well as during the day.
- E12.3 The Contractor will submit a service monitoring report along with a summary of any actions taken regarding driver's to the Handi-Transit Supervisor as soon as possible the next Working Day. Any discrepancies between the Contractor's service monitoring report and Handi-Transit's service monitoring personnel will need to be resolved immediately. The Contractor may be charged a service recovery fee for the additional Work undertaken by City staff to resolve the discrepancy.

### **E13. CUSTOMER COMPLAINTS**

- E13.1 The City will provide the Contractor with written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator as:
- (a) **Class A** – alleged vehicle condition or driver behaviour which, in the sole opinion of the Contract Administrator, constitutes a potential risk to passengers or the public;
  - (b) **Class B** – alleged unacceptable vehicle condition or driver behaviour which, in the sole opinion of the Contract Administrator, is of a less severe nature than Class A; and
  - (c) **Class C** – alleged failure to meet schedule or service specifications.
- E13.2 The Contractor shall, immediately upon receipt of notice of a Class A complaint, remove the subject vehicle and/or the subject driver from the Work. The subject vehicle or driver shall not be employed on the Work until authorized in writing by the Contract Administrator.
- E13.3 The Contractor shall, within forty-eight (48) hours of receipt of notice of any complaint, respond in writing to the Contract Administrator or his/her designate identifying:
- (a) if the complaint was accurate or inaccurate; and



- (b) if accurate, the cause and the remedy for the specific problem, and the measures proposed to be instituted to prevent future occurrences; or
- (c) if inaccurate, a statement of the facts as known by the Contractor.

E13.4 If the Contractor does not or cannot respond to a Class B complaint in accordance with E13.3 above, the Contractor shall, within forty-eight (48) hours of receipt of the notice of complaint, remove the subject vehicle and/or the subject driver from the Work.

E13.5 If the Contractor does not or cannot respond to a Class C complaint in accordance with E13.3 above, a service recovery fee may be assessed.

E13.6 The foregoing shall not in any way limit the authority of the Contract Administrator or limit the other remedies available to the City under the Contract or at law.

- (a) Complaints from passengers, or any other persons, regarding the service shall be referred to the Contract Administrator.
- (b) The Contractor will rectify passenger complaints effectively and efficiently providing the Contract Administrator with responses regarding any complaints within forty-eight (48) hours of receipt of same. A service recovery fee may be assessed for the additional Work required by City staff to resolve this issue.

#### **E14. SUSPENSION OF WORK**

E14.1 The Contract Administrator may suspend work:

- (a) if, in his sole opinion, weather or other emergency conditions so require; or
- (b) in the event of a strike or walk-out that causes the City to suspend regular Transit service.

E14.2 Contractor may suspend work if weather or other emergency conditions are such that the City suspends its Handi-Transit service.

E14.3 All trips in progress when a suspension of work is invoked shall be completed unless otherwise authorized by the Contract Administrator.