



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO 343-2011

PROVISION OF HANDI-TRANSIT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF HANDI-TRANSIT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 9, 2011.

B2.2 Proposals 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. BACKGROUND

B3.1 Handi-Transit is a service within the Transit Department and is responsible for the operation of a parallel to regular transit service for persons unable to regularly use the regular transit system because of a physical disability that significantly restricts their mobility, a cognitive disability or legally blind.

B3.2 Handi-Transit provides approximately six hundred thousand (600,000) trips annually for persons with physical disabilities or legally blind.

B3.3 Handi-Transit's customer ridership is approximately seventy-two percent (72%) ambulatory and twenty-eight percent (28%) wheelchair users.

B3.4 The quantity of Work offered herein constitutes approximately thirty percent (30%) of all Handi-Transit brokerage contracts.

B4. BIDDERS' CONFERENCE

B4.1 The Contract Administrator will hold a Bidders' conference at 414 Osborne Street from 11:30 a.m. to 12:30 p.m. on Tuesday, April 19, 2011.

B4.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' conference unless that information or interpretation is provided by the Contract Administrator in writing.

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 promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B5.4 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.

B5.5 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.

B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 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 Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 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 ten (10) 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 Contract;

- (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 Contract.

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 may 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 B21.

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.

B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.5, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B21.1(a).

B9. PROPOSAL SUBMISSION

B9.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal;
- (b) Form B: Prices;
 - (i) Business Plan,
 - (ii) References

B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.

B9.3 All components of the Proposal 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, to constitute a responsive Proposal.

B9.4 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.

B9.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B21.1(a).

B9.6 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B9.6.1 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.

B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B9.8 Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
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 11 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 should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two (2) 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 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 C11.1.1, prices on Form B: Prices shall not include the Goods and Services Tax (GST), which shall be extra where applicable.
- B11.2 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.
- B11.3 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.
- B11.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B12. PRICE ADJUSTMENT MECHANISM

- B12.1 Prices shall be fixed for the duration of the Contract except that:
- B12.2 The Prices for year one (1) of the Contract will be as stated on Form B: Prices and will be in effect until May 31, 2012.
- B12.3 Notwithstanding C.7.3, the prices for year two (2), year three (3), year four (4), and year five (5) will be adjusted by the percentage change in the *Statistics Canada Consumer Price Index for Transportation for Manitoba* from the previous year applied to fifteen percent (15%) of the unit price. The unit price adjustment will be effective on June 1, 2012 and every year after that. (<http://www40.statcan.gc.ca/101/cst01/cpis01h-eng.htm>)
- B12.4 If there is a percentage decrease in the Statistics Canada Consumer Price Index for Transportation for Manitoba from the previous year, the City of Winnipeg will adjust fifteen percent (15%) of the unit price downward for that upcoming year. All price adjustment calculations will be rounded to the nearest hundredth of a dollar (\$0.0001).
- B12.5 The Contract Administrator shall notify the Contractor in writing of the change in Unit Price, based on B12.3 or B12.4, with ten (10) Calendar Days of the Unit Price taking effect.

B13. QUALIFICATION

- B13.1 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; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations 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 Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

- B13.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B13.4 The Bidder shall provide, in his Proposal:
- (a) Resumes of the Bidder and the Bidder's proposed Supervisor.
- B13.5 Further to B13.3(c), the Bidder shall, within three (3) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Bidder/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba).
- B13.6 The Bidder shall 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.
- B13.7 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.

B14. BUSINESS PLAN

- B14.1 The Bidder shall submit a Business Plan which outlines "start up" plans if appropriate, operational plans, financial plans, and accurately represents the Work for which the Bidder is submitting including but not limited to a consideration of the following matters where applicable:
- (a) 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,
 - (b) Personnel data on key executives including resumes outlining relevant business experience and any other information that indicates the necessary skills.
 - (c) Financial Plan;
 - (d) Operating Plan; and
 - (e) Proposed Implementation Plan.

B15. REFERENCES

- B15.1 The Bidder shall submit References which will include the following, three (3) references from past clients including:
- (a) length of contract;
 - (b) contract value;
 - (c) contract name; and
 - (d) telephone number.

B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B16.1 Proposals will not be opened publicly.
- B16.2 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 Division website at <http://www.winnipeg.ca/matmgt>

- B16.3 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 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.
- B16.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B17. IRREVOCABLE OFFER

- B17.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B17.2 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 10 of Form A: Proposal.

B18. WITHDRAWAL OF OFFERS

- B18.1 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.
- B18.1.1 Notwithstanding C22.5, 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.
- B18.1.2 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 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B18.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.
- B18.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B17.2 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.

B19. INTERVIEWS

- B19.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B20. NEGOTIATIONS

- B20.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B21. EVALUATION OF PROPOSALS

B21.1 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 or acceptable deviation therefrom:
 - (i) mandatory requirements (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B13:
 - (i) mandatory qualifications (pass/fail);
- (c) Business Plan (25%);
- (d) References (10%);
- (e) Bid Price (65%);
- (f) economic analysis of any approved alternative pursuant to B8;

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 or minor informalities or irregularities if the interests of the City so require.

B21.3 Further to B21.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.

B21.4 Further to B21.1(c), the business plan will be evaluated based on the information provided in the Proposal or in other information required to be submitted and will be evaluated upon completeness and reasonableness of the plan. If a business plan does not achieve a score of 15 points or greater it will not be further evaluated.

B21.5 Further to B21.1(d), references will be evaluated based upon a standard formation 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, the Handi-Transit Policy Advisory Committee, 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.

B21.6 Further to B21.1(e), the Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.5 This Contract will be awarded in sections: Section A, Section B, Section C and Section D as identified on Form B: Prices.

B21.5.1 Notwithstanding B11.1, the Bidder may, but is not required to, bid on one, some, or all Sections.

B21.5.2 Notwithstanding B22.3, the City shall not be obligated to award any section to the responsible Bidder submitting the most advantageous offer 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 all sections, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of a section upon which he has not bid.

B21.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B21.1(a) and B21.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B22. AWARD OF CONTRACT

B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

B22.2 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.

B22.2.1 Without limiting the generality of B22.2, 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.

B22.3 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.

B22.4 It is the City's desire to have multiple Contractors involved in the Work. The City therefore will only award one (1) section to a Bidder, which may mean Bidders not determined by the evaluation criteria to have the highest rating may be awarded a section.

B22.4.1 The City desires to have multiple Contractors provide Handi-Transit services. Therefore, the City will not award any section of this contract to a Bidder if, at the sole discretion of the Contract Administrator, award of this Contract to that Bidder will cause one Contractor to be responsible for more of the overall (or total) Handi-Transit service than is a reasonable risk for the City. This may mean Bidders not determined by the evaluation criteria to have the highest rating may be awarded a section of this Contract.

B22.4.2 In the event that a Bidder which does not have the highest rating is awarded a section of this Contract pursuant to B22.4 or B22.4.1 and that Bidder's Bid Price is greater than the Bid Price of the highest rated Bidder, then the City may negotiate with the Bidder with the second highest rating to determine whether its Bid Price can be reduced, but not to an amount less than the Bid Price of the highest rated Bidder.

B22.4.3 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of public transportation services for persons with physical, cognitive disabilities or legally blind for the period(s):

D2.2 The major components of the Work are as follows:

- (a) Providing transportation for persons with disabilities who require assistance to/from and into/out of the vehicle who are ambulatory and may use a mobility device such as a cane or walker and,
- (b) Providing transportation for persons with disabilities who require assistance to/from and into/out of the vehicle who use a manual folding wheelchair but can transfer to the seat of a vehicle without assistance.

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 C7.2, 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 Notwithstanding C1.1, 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**" means a person with a disability able to walk with or without assistance but who does not use a wheelchair or scooter;;
- (c) "**Budget**" means the annual budget of the City for the Provision of Handi-Transit Services which includes the supplementary "Service" to be provided;
- (d) "**Cancellation**" means a scheduled trip cancelled with notification to the Contractor's driver by radio, telephone or electronically.
- (e) "**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;
- (f) "**Dispatch**" means a person employed by the City who dispatches vehicles to meet the schedule requirements of the City;
- (g) "**Handi-Transit Vehicle**" is defined under this Contract as a full-sized four-door car with a minimum seating capacity of four (4) ambulatory passengers in addition to the driver. Each passenger seating space shall be adequate for an adult person of average height and weight to be seated without having to contact a forward, lateral or overhead surface;

- (h) **“No Show”** means a scheduled trip cancelled *without* telephone notification to the Hand-Transit Contact Centre at least thirty (30) minutes before the scheduled pick-up time;
- (i) **“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”;
- (j) **“run”** means one (1) vehicle scheduled and available for or performing the Work for one (1) day;
- (k) **“Statutory Holiday”** means a statutory holiday as observed by the City except Easter Monday;
- (l) **“Vehicle Hour”** means one (1) vehicle scheduled and available for or performing the Work for one (1) hour.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Catherine Caldwell
Manager of Client Services
Unit B – 414 Osborne Street
Winnipeg MB R3L 2A1

Telephone No.: (204) 986-5329

Facsimile No.: (204) 986-6863

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 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D6.1 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.

D6.2 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.

D6.3 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.

D7. NOTICES

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: (204) 949-1174

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. SAFE WORK PLAN

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

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) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) automobile liability insurance for automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00), to remain in place at all times during the performance of the Work;

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D11. PERFORMANCE SECURITY

D11.1 The Contractor shall provide and maintain performance security until two (2) months from Performance in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifteen percent (15%) of the Contract Price for the first year of the Contract; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the Contract Price for the first year of the Contract; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifteen percent (15%) of the Contract Price for the first year of the Contract.
- (d) Bidders will have the option of either providing the necessary Performance Security or having the required equivalent withheld by the City from their Contract payments. If Performance Security is not provided, and the Bidder has requested in writing to have amounts withheld, a fifteen percent (15%) withholding will be made from all payments to the Contractor until the amount required has been accumulated. A letter of direction in this regard is required from the Bidder prior to beginning the Work.

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 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

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.

D12.2 The Criminal Record Search shall include a Vulnerable Sector Search. This can be obtained by completing and providing the following in person to the Winnipeg Police Service Bureau of Police Records, 4th Floor, 151 Princess Street:

- (a) Form P-612 Check the following boxes: Vulnerable Sector; and Other by inputting the Request for Proposal Number in the space provided. This form can be found on the website at:
www.winnipeg.ca/police/BPR/forms/Criminal_Record_Check_P612.doc
 - (i) Individuals will need to state in Section 2 of the form, that they may be working in City of Winnipeg pools, libraries and community centres;
 - (ii) Individuals will need to sign and date Section 3 of the form.
- (b) Two (2) pieces of identification as stated in Bureau of Police Records on the website at:
www.winnipeg.ca/police/BPR/id.stm
- (c) Fee for each individual applying for a Criminal Record Search. Fee schedule can be found on the website at:
www.winnipeg.ca/police/BPR/fees.stm

D12.2.1 The original Criminal Record Search Certificate (Form P-253) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:

- (a) Provide the original Criminal Record Search Certificate (Form P-253) to the Contract Administrator.
- D12.3 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 the Work.
- D12.4 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.
- D12.5 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D12.6 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. 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 any Work.

CONTROL OF WORK

D13. COMMENCEMENT

- D13.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City 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 of authority to carry on business specified in D8;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) the Safe Work Plan specified in D9;
 - (iv) evidence of the insurance specified in D10;
 - (v) the performance security specified in D11;
 - (vi) 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 not commence the Work on July 1, 2011.

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.

D15. RECORDS

- D15.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D15.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.

D15.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that year.

MEASUREMENT AND PAYMENT

D16. INVOICES

D16.1 Further to C11, the Contractor shall submit an invoice for the Work on a bi-monthly basis for all the Work performed during this time period and delivered to:

The City of Winnipeg
Handi-Transit Branch
Administrative Clerk – Contracts & Scheduling
Unit B – 414 Osborne Street
Winnipeg MB R3L 2A1

D16.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date(s) of provision of services;
- (c) location(s) at which service was provided;
- (d) type and quantity of services provided;
- (e) the amount payable with GST shown as a separate amount; and
- (f) the Contractor's GST registration number.

D16.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D17. PAYMENT

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D17.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17.3 Work under this Contract shall be measured on an hourly, per unit basis.

D17.4 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.

D17.5 The Contractor shall submit a bi-monthly invoice showing the total number of Vehicle Hours provided in the month; and the total number of "No Shows" encountered in the month.

D17.6 They 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.

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 for

RFP NO. 343-2011

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 as to Principal if no seal)

(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
Legal Services Department
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: PERFORMANCE SECURITY – RFP NO. 343-2011

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

E1. GENERAL

- E1.1 The following are applicable to the Work:
- E1.2 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8.

E2. OPERATING HOURS

- E2.1 The Contractor shall transport passengers scheduled for pick-up during the following operating hours:
- (a) Weekdays (excluding Statutory Holidays) 5:30 to 24:00;
 - (b) Saturdays (excluding Statutory Holidays) 0630 to 24:00; and
 - (c) Sundays and Statutory Holidays 07:00 to 22:00.
 - (d) At the end of the operating period, the Contractor shall complete all trips in progress or scheduled to be in progress.
 - (e) 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 and end at locations within those areas of the City of Winnipeg served by the regular Transit System.

E4. VEHICLES

- E4.1 Contractor(s) will be required to have six (6) vehicles for the Work of each section, five (5) to perform the Work and one (1) spare vehicle in reserve.
- E4.2 Vehicles used to perform the Work shall not be used for services other than this Contract without the prior written approval of the Contract Administrator at any time during the Contract.
- E4.3 Each vehicle shall have adequate trunk or cargo space for one (1) folding wheelchair. Trunk or cargo space surfaces shall not be of a nature that will cause damage to a wheelchair.
- E4.4 Each vehicle must be a full-sized four-door car with a minimum seating capacity of four (4) ambulatory passengers in addition to the driver. Each passenger seating space shall be adequate for an adult person of average height and weight to be seated without having to contact a forward, lateral or overhead surface;
- E4.5 Each vehicle must meet Canadian Motor Vehicles Safety Standards (CMVSS) and the requirements set out in the regulations of the Manitoba Highway Traffic Act (and any updates to this Act) throughout the Contract.
- (a) Each vehicle must have seatbelt extensions for fifty (50%) percent of the occupant capacity for seated passengers;
 - (b) Each vehicle must have a fully charged and secured fire extinguisher onboard that meets the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards;
 - (c) Each vehicle must have a first aid kit onboard that complies with the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards and contains a minimum of two (2) pairs of new, individually wrapped surgical gloves;

- (d) Each vehicle must have a functioning heating system capable of maintaining an interior temperature meeting CAN/CSA-D409-02 Standards (Reaffirmed 2007) under Winnipeg winter weather conditions;
 - (e) Each vehicle must have a functioning air conditioning system;
 - (f) Each vehicle must have Grab Handles at each door;
 - (g) Each vehicle must have a LED Traffic Advisor Light Bar, amber in colour, mounted to the vehicle;
 - (h) Each vehicle must be pre-wired for two-way (2) radio and Global Positioning System (GPS);
 - (i) Each vehicle must have a two-way (2) radio that is only capable of communicating with Handi-Transit Dispatch and is approved by the Contract Administrator at an estimated cost of one thousand (\$1,000.00) dollars, plus a one-time one hundred and twenty-five (\$125.00) dollar installation charge and one hundred and twenty-five (\$125.00) dollar yearly licence fee per vehicle;
 - (j) Each vehicle must have a Global Positioning unit approved by the Contract Administrator for Handi-Transit Dispatch to know the location of each vehicle when Work is being performed under this Contract;
 - (k) The Contractor will have the monthly fee for GPS for data storage and access itemized and deducted from their first bi-monthly payment each month at the estimated cost of fifty (\$50.00) dollars per vehicle;
 - (l) Further to E4.5(g) and E4.5(i), replacement costs of damaged equipment shall be borne by the Contractor;
 - (m) Each vehicle must have a manufacturer installed remote starter;
 - (n) 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;
 - (o) Each vehicle provided by the Contractor in the performance of this Contract 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. Failure to do so may result in the assessment of a service recovery fee;
 - (p) Certification of all inspections must be signed by a certified mechanic and provided to the Contract Administrator;
 - (q) Each vehicle shall be identified with the Contractor's Company logo and a vehicle run number assigned by Handi-Transit. The vehicle number shall be displayed outside on the rear, right of centre and on the inside at a location to be determined by the Contract Administrator;
 - (r) Each vehicle shall be identified with a Handi-Transit logo supplied by Handi-Transit displayed outside on the rear on each side and on the rear in the centre. Handi-Transit logos must be removed and returned to Handi-Transit when a vehicle is no longer used to perform the Work and/or the Contract expires;
 - (s) Each vehicle shall in the sole opinion of the Contract Administrator, be kept in a clean condition;
- E4.6 In addition to E4.2, E4.3, E4.4 and E4.5 (a to s) above, the following vehicle specification(s) apply to vehicles required to perform the Work of Section A and Section B:
- (a) Contractor(s) will be required to have six (6) new vehicles for the Work of each section, five (5) new vehicles to perform the Work and one (1) new spare vehicle in reserve.
 - (b) Approved vehicle models are the Hyundai Sonata GL or the Nissan Altima S.
 - (c) The external colour of each vehicle must be white.
 - (d) Each vehicle must have advanced GPS with a mobile data terminal or other reliable technology approved by the Contract Administrator able to receive messages

electronically from any location in the service area at an estimated cost of two thousand seven hundred (\$2,700.00) dollars per vehicle;

- (e) Each vehicle must have one (1) camera and audio recording system approved by the Contract Administrator installed in a location that allows for maximum capture of passenger activity at an estimated cost of three thousand nine hundred (\$3,900.00) dollars per vehicle and a two hundred and sixty (\$260.00) dollars yearly service agreement fee per vehicle. The data box must remain locked and is only accessible to the Contract Administrator or his designate for the purpose of investigating complaints;
- (f) Each vehicle must display posters inside each vehicle (supplied by Handi-Transit) informing passengers of video and audio recording occurring within the vehicle;
- (g) Further to E4.6(d) and E4.6(e), replacement costs of damaged equipment shall be borne by the Contractor;

E4.7 In addition to E4.2, E4.3, E4.4 and E4.5 (a to s) above, the following vehicle specification(s) apply to vehicles required to perform the Work of Section C and Section D:

- (a) Contractor(s) will be required to have six (6) vehicles for the Work of each section, five (5) vehicles to perform the Work and one (1) spare vehicle in reserve. Vehicles used to perform the Work must not be more than three (3) years of age from the first registration date.
- (b) Each vehicle must have basic GPS approved by the Contract Administrator at an estimated cost of five hundred (\$500.00) dollars per vehicle;
- (c) Further to E4.7 (b), replacement costs of damaged equipment shall be borne by the Contractor;

E4.8 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.

E4.9 When the Contractor replaces any vehicle utilized under this Contract the replacement vehicle must meet or exceed Canadian Motor Vehicles Safety Standards (CMVSS) or the applicable standards in place at the time the vehicle is purchased.

E4.10 Replacement vehicles more than three (3) years of age from the first registration date shall not be used for services under this Contract without the prior written approval of the Contract Administrator at any time during the Contract.

E4.11 Replacement vehicles must meet vehicle specifications outlined in E4.2, E4.3, E4.4 and E4.5 (a to s) as well as any requirements specified for each section in E4.6 (a to g) and E4.7 (a to c).

E4.12 Each vehicle must be approved by the Contract Administrator before use in this Contract.

E4.13 The Contract Administrator may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.

E4.14 Any vehicles deemed, by the Contract Administrator, to not be fit for use shall be replaced with an acceptable vehicle.

E4.15 The Contractor shall supply a list of vehicles being used for Handi-Transit Work within three (3) days of a request from 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. The Contractor shall supply the same information for replacement vehicles when acquired prior to being used for Handi-Transit service.

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 Regulations;
- (b) provide a copy of his valid Manitoba driver licence before commencement of Work under this Contract to the Contract Administrator;
- (c) provide his valid Manitoba driver licence to Handi-Transit Inspectors upon request;
- (d) provide vehicle registration/insurance documents to Handi-Transit Inspectors upon request;
- (e) possess a functional ability to read and communicate orally in the English language;
- (f) be physically and mentally fit for the Work;
- (g) be alert and well rested at all times while operating the vehicle;
- (h) be polite and considerate of the public at all times;
- (i) be well groomed and properly attired as described in E10.2 to the satisfaction of the Contract Administrator;
- (j) have a good knowledge of the location of streets and major activity areas in the City of Winnipeg;
- (k) 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 twelve (12) drivers;
- (c) a fee per driver will be charged in advance to cover the City's costs in providing this driver training;
- (d) 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.
- (e) the length and method of the training program may change as training and development needs are identified which may increase the fee of the training program to cover the City's costs;
- (f) 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;
- (g) 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 established 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 to 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 the Contractor's company Manager;
 - (ii) Interview with the Contractor's company Manager and the Senior Inspector of Handi-Transit.

E6. SCHEDULING

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

- E6.2 The City will provide the Contractor with the daily schedule for each run electronically (e-mail) by (19:00 hours) or (7:00 p.m.) the day before.
- E6.3 The Contractor shall schedule vehicles to meet the Handi-Transit service demands and must provide the Handi-Transit Office with a list of the vehicle run numbers and the names of the drivers that will be used for the next day's Handi-Transit Work by (20:00 hours or 8:00 p.m.) the day before. 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.
- E6.4 The City will notify the Contractor of any scheduled trips cancelled during the day. These cancelled trips will be communicated by the City to the Contractor's driver by radio or e-mail to the mobile data terminal in the vehicle.
- E6.5 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 driver by radio or e-mail to the mobile data terminal in the vehicle.
- E6.6 The Contractor shall inform Handi-Transit Dispatch within ten (10) minutes if a delay in the schedule is anticipated or encountered for any reason.
- E6.7 The driver must not arrive at the scheduled pick-up location any earlier than ten (10) minutes before the scheduled pick-up time.
- E6.8 The driver shall not depart from any scheduled pick-up location with the scheduled passenger(s) earlier than the scheduled pick-up time unless instructed by Handi-Transit Dispatch or the passenger(s) being picked up.
- E6.9 The driver must obtain approval from Handi-Transit Dispatch by radio to leave after five (5) minutes has elapsed after the scheduled pick-up time and the passenger(s) has not appeared at the pick-up area.
- E6.10 The Contractor shall provide a backup vehicle in the event of a vehicle breakdown within two (2) hours. If the Contractor does not or cannot respond, a service recovery fee may be applied. The service recovery fee will be the cost of providing the service thru any means deemed appropriate by the Contract Administrator.
- E6.11 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 July 1, 2011 under this Contract for full-sized four-door cars with a minimum seating capacity of four (4) ambulatory passengers in addition to the driver.
- E7.2 Vehicle hours may be expanded at times (seasonally) over the duration of the contract based on demand and City Council budget approval. Additional work offered will be dependent on the days and hours of increased demand, the type of vehicle required to perform the additional work, unit price, and performance of the Contractor.

Table 1
CARS
HOURLY RATE SERVICE

<i>Day Type</i>	<i>Average Daily Vehicle Hours</i>	<i>Average Weekly Vehicle Hours</i>	<i>Approximate Annual Vehicle Hours</i>
Section A – July 1, 2011 to May 31, 2016 <i>Weekday (excluding all statutory holidays except Easter Monday)</i>	45	215	11,205
Section B – July 1, 2011 to May 31, 2015 <i>Weekday (excluding all statutory holidays except Easter Monday)</i>	45	215	11,205
Section C – July 1, 2011 to May 31, 2014 <i>Weekday (excluding all statutory holidays except Easter Monday)</i>	45	215	11,205
Section D – July 1, 2011 to May 31, 2013 <i>Weekday (excluding all statutory holidays except Easter Monday)</i>	45	215	11,205
Saturday	45	45	2,340
Sunday and Statutory Holidays	45	55	2,835

E7.3 Table 2 has the distribution of runs for the 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 2

Day Type	Run (one vehicle)	Time Out	Time In	Total Hours
Section A				
Weekday (excluding all statutory holidays except Easter Monday)				
	1	(flexible)	(flexible)	8 to 10
	2	(flexible)	(flexible)	8 to 10
	3	(flexible)	(flexible)	8 to 10
	4	(flexible)	(flexible)	8 to 10
	5	(flexible)	(flexible)	8 to 10
Section B				
Weekday (excluding all statutory holidays except Easter Monday)				
	1	(flexible)	(flexible)	8 to 10
	2	(flexible)	(flexible)	8 to 10
	3	(flexible)	(flexible)	8 to 10
	4	(flexible)	(flexible)	8 to 10
	5	(flexible)	(flexible)	8 to 10
Section C				
Weekday (excluding all statutory holidays except Easter Monday)				
	1	(flexible)	(flexible)	8 to 10
	2	(flexible)	(flexible)	8 to 10
	3	(flexible)	(flexible)	8 to 10
	4	(flexible)	(flexible)	8 to 10
	5	(flexible)	(flexible)	8 to 10
Section D				
Weekday, Saturday, Sunday and Statutory Holidays				
	1	(flexible)	(flexible)	8 to 10
	2	(flexible)	(flexible)	8 to 10
	3	(flexible)	(flexible)	8 to 10
	4	(flexible)	(flexible)	8 to 10
	5	(flexible)	(flexible)	8 to 10

E8. PASSENGER ASSIGNMENT

- E8.1 Handi-Transit schedules all passenger pickups. The number of passengers assigned to a vehicle will not exceed the seating capacity of the vehicle.
- E8.2 The Contractor shall not use vehicles for any purpose other than performance of the Work under this Contract.
- E8.3 Passengers shall not be transferred from one (1) vehicle to another except in the event of a vehicle being disabled.

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 Contractors must have a spare key for each vehicle labelled and kept at the company office/with the Contractor so it can be delivered to a driver if required.
- E10.2 The Contractor's drivers must:
- (a) assist the passenger from inside an accessible building entrance door into the vehicle;
 - (b) ask the passenger to use the vehicle seatbelt and offer to assist with securing it.
 - (c) ensure all passengers wear the vehicle seatbelt.
 - (d) wear the vehicle seatbelt while driving.
 - (e) transport the passenger to the scheduled destination;
 - (f) turn on the air conditioning at the request of a passenger(s).
 - (g) assist the passenger from the vehicle to just inside an accessible building entrance door;
 - (h) assist passengers in manual wheelchairs in negotiating a maximum of three (3) steps at the building entrance;
 - (i) at all times be courteous to their passengers;
 - (j) not smoke or permit a passenger(s) to smoke in the vehicle.
 - (k) wear a shirt, work pants, jacket and winter parka approved by the Contract Administrator;
 - (l) not wear sandals or open toe shoes at any time when doing Work under this Contract.

- (m) wear a safety vest of a colour and style approved by the Contract Administrator at all times to ensure visibility to passengers and drivers of other vehicles;
- (n) wear their Handi-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 doing Work under this Contract;
- (o) have a spare key for the vehicle or keyless entry remote on their person at all times, apart from the key ring the vehicle keys are kept, to ensure entry into the vehicle is possible if the key is lost or accidentally locked in the vehicle;
- (p) remove the key from the ignition when leaving the vehicle. If weather conditions require the vehicle to remain running, drivers must turn off the vehicle, remove the key from the ignition and restart the vehicle with the remote starter;
- (q) close the door of the vehicle when getting a passenger(s);
- (r) not stop to put fuel in the vehicle when a passenger is onboard;
- (s) not make a personal stop when a passenger(s) is onboard;
- (t) not alter the scheduled destination of a trip without clearance from Handi-Transit Dispatch;
- (u) not transport a passenger if the trip sheet indicates "mandatory attendant" and the attendant is not present to accompany the passenger on the trip.

E10.3 Further to E10.2 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.

E10.4 Drivers may have a cell phone, blackberry or similar electronic device for the purpose of contacting the Contractor for assistance or instruction, and

- (a) will have the cell phone turned off when transporting a passenger(s);
- (b) will not talk on a cell phone (hand held or hands free) while the vehicle is moving,
- (c) will not make personal calls on a cell phone even when the vehicle is stopped when a passenger is onboard.
- (d) will check voice-mail, e-mail, or radio Handi-Transit Dispatch only when the vehicle is not moving.

E10.5 Drivers failing to comply with E10.2, E10.3 and E10.4 contained herein, may result in the Contractor being 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.

E10.6 The amount of the service recovery fee will be deducted from the Contractor's bi-monthly payment.

E10.7 The City 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 two (2) trips per driver each week 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 on a form specified by the Contract Administrator along with a summary of any actions taken regarding drivers to the Handi-Transit Senior Inspector 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 two (2) regular business days 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 E12.3 above, the Contractor shall, within two (2) regular business days 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 B or 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.

E13.7 Complaints from passenger(s), or any other persons, regarding the service shall be referred to the Contract Administrator.

E13.8 The Contractor will rectify passenger complaints effectively and efficiently providing the Contract Administrator with responses regarding any complaints within two (2) regular business days 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 Handi-Transit service.

E14.2 All trips in progress when a suspension of Work is invoked shall be completed unless otherwise authorized by the Contract Administrator.

E14.3 The Contractor will not receive payment for any period of time the Work is suspended.