



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 320-2017

**PROVISION OF TRANSPORTATION SERVICES FOR 2017 CANADA SUMMER
GAMES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF TRANSPORTATION SERVICES FOR 2017 CANADA SUMMER GAMES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, May 19, 2017.

B2.2 Bids 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. BIDDERS CONFERENCE

B3.1 The Contract Administrator will hold a Bidders' Conference at 421 Osborne Street at 11:00 a.m. on May 12, 2017.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is the Bidder's direct observation, or is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, 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.

B4.3 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.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B4.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B4.6 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.

B5. CONFIDENTIALITY

B5.1 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Bidder before receipt hereof; or
- (b) becomes publicly known other than through the Bidder; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B6.2 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.

B6.2.1 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>

B6.2.2 The Bidder is responsible for ensuring that he/she 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.

B6.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 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.

B7.4 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.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Bidder who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Bidders. The Bidder requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an "approved equal", any Bidder may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an "approved alternative", any Bidder bidding that approved alternative may base his/her 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 B16.
- B7.9 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. BID SUBMISSION

- B8.1 The Bid shall consist of the following components:
- (a) Form A: Bid;
 - (b) Form B: Prices.
- B8.2 Further to B8.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B7.
- B8.3 All components of the Bid 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.
- B8.4 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.
- B8.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B16.1(a)
- B8.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B8.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B8.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B8.8 If the Bid is submitted by facsimile transmission, it shall be submitted to 204- 949-1178.
- B8.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B8.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B9. BID

- B9.1 The Bidder shall complete Form A: Bid, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her own name, his/her 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/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B9.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his/her 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;
 - (d) if the Bidder is carrying on business under a name other than his/her 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.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.
- B9.4.2 All signatures shall be original.
- B9.5 If a Bid 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 Bid and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The Bidder must complete the Quantity column for all Items bid on Form B: Prices.
- B10.3 The Bidder must complete the Hours of Availability column for all Items bid on Form B: Prices.
- B10.4 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.
- B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. DISCLOSURE

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Beaver Bus Lines;
- (b) Exclusive Bus Lines;
- (c) All Roads Tours & Charters;
- (d) First Student Canada;
- (e) Tony's Teams Transport;
- (f) Winnipeg River Tours & Charters;
- (g) Greyhound Canada.

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; 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.

B12.2 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>

B12.3 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. OPENING OF BIDS AND RELEASE OF INFORMATION

B13.1 Bid Submissions will not be opened publicly.

B13.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) 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/>

B13.3 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/>

B13.4 The Bidder is advised that any information contained in any Bid may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

B14. IRREVOCABLE BID

B14.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B14.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B15. WITHDRAWAL OF BIDS

B15.1 A Bidder may withdraw his/her Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.

B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.

B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Bid until after the Submission Deadline has elapsed;
- (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
- (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Bid withdrawn.

B15.2 A Bidder who withdraws his/her Bid after the Submission Deadline but before his/her Bid has been released or has lapsed as provided for in B14.2 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.

B16. EVALUATION OF BIDS

B16.1 Award of the Contract shall be based on the following bid evaluation criteria:

- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
- (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 (pass/fail);
- (c) Bid Price;
- (d) economic analysis of any approved alternative pursuant to B7;
- (e) costs to the City of administering multiple contracts.

B16.2 Further to B16.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid 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 Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his/her Bid or in other information required to be submitted, that he/she is responsible and qualified.

B16.4 Further to B16.1(c), the Bid Price shall be the unit prices for each item shown on Form B: Prices.

B16.5 This Contract may be awarded as a whole or separately by item.

B16.5.1 Notwithstanding B10.1, the Bidder may, but is not required to bid on all items.

B16.5.2 Notwithstanding B17.3, the City shall not be obligated to award any item to the responsible Bidder submitting the lowest evaluated responsive Bid for the item and shall have the right to choose the alternative which is in its best interests. If the Bidder has not bid on all items, he/she shall have no claim against the City if his/her partial Bid is rejected in favour of an award of the Contract as a whole.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

B17.2 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 Bids are determined to be responsive.

B17.2.1 Without limiting the generality of B17.2, 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 Bid 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.

B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B16 .

B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his/her Bid upon written request to the Contract Administrator.

B17.4 Notwithstanding C4.1, the City may issue a Purchase Order to the successful Bidder in lieu of the execution of a Contract.

B17.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the Purchase Order notwithstanding that they are not necessarily attached to or accompany said Purchase Order.

B17.6 The City has an approved budget. Should the amounts come in exceeding the approved budget, the City will make an attempt to obtain additional budget. In the event that the City is unable to obtain sufficient additional budget, then the City reserves the right to choose which items will be awarded.

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
- C0.2 A reference in the Bid Opportunity 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 the provision of transportation services during the 2017 Canada Summer Games.

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

- (a) Provision of multiple "scheduled" trips during the 2017 Canada Summer Games for the period from July 27, 2017 to August 13, 2017.

D2.3 The Work shall be done on an "scheduled" basis during the term of the Contract.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Micro-bus**" means a motor vehicle that is designed and classified by the manufacturer as a "miniature bus" and used for the purpose of transporting more people than a multi-purpose vehicle or minivan, but fewer people than a full-sized bus, and is also authorized for hire or "charter" as a public service vehicle. Typical seating capacity at 11-24 passengers.
- (b) "**Handi-Transit Vehicle**" is defined under this Contract as a motor vehicle that is designed and classified by the manufacturer as a "para-transit bus" and used for the purpose of transporting four (4) wheelchair passengers and eight (8) 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 approved by the Contract Administrator.
- (c) "**School Bus**" means manufactured to provide a vehicle that is designed and classified by the manufacturer as a school bus and used for the purpose of transporting pupils and other authorized persons to or from school and is also authorized for hire or "charter" as a public service vehicle (public transport). Typical seating capacity at 40-45 passengers.
- (d) "**Commuter Bus**" means manufactured to provide a vehicle that is designed and classified by the manufacturer as a commuter transit style bus and used for the purpose of transporting persons operating on city streets (scheduled public transport) and also authorized for hire or "charter" as a public service vehicle. Typical seating capacity at 38-44 passengers.
- (e) "**Motor Coach**" means a vehicle of monocoque design that is designed and classified by the manufacturer as a "highway coach" and used for the purpose of transporting persons between municipalities (intercity), suburban/commuter (scheduled public transport rural into urban) and is also authorized for hire or "charter" as a public service vehicle. Typical seating capacity at 47-56 passengers.
- (f) "**Motor Coach with wheelchair lift**" – a vehicle of monocoque design that is designed and classified by the manufacturer as a "highway coach" fitted with a wheelchair lift and used for the purpose of transport two (2) wheelchair passengers and thirty-nine (39) ambulatory passengers in addition to the driver between municipalities (intercity), suburban/commuter (scheduled public transport) and is also authorized for hire or "charter" as a public service vehicle. Typical seating capacity at 39-56 passengers.

- (g) “**Bus Hour**” means one (1) vehicle scheduled and available for performing the Work for one (1) hour.
- (h) “**Winnipeg Transit**” means the department of the City of Winnipeg that has been assigned the responsibility of operating the public transit system.
- (i) “**Transit Chief Inspector**” means the employee of the department of the City of Winnipeg that has been assigned by the Contract Administrator with the responsibility to coordinate Transit field staff and supervise the overall daily operations and delivery of bus services during the 2017 Canada Summer Games.
- (j) “**Transit Supervisor**” means an employee of the department of the City of Winnipeg that has been assigned by the Contract Administrator with the responsibility to coordinate and supervise all buses and drivers on-site at the athlete’s village, sport venues, airport and other sites of the 2017 Canada Summer Games.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Alex Regiec, MCIP, RPP
Operations Planner

Telephone No. 204- 986-6935

Email Address: aregiec@winnipeg.ca

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 have available during 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/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her 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. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D6.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D6.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D6.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and

(c) any statement of fact or opinion regarding any aspect of the Contract.

D6.4 A Contractor who violates any provision of D6 may be determined to be in breach of Contract.

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

D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

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. INSURANCE

D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D9.4 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.5 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.

SCHEDULE OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D10.2 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; and
 - (iii) evidence of the insurance specified in D9.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10.3 The Contractor shall not commence the Work on the Site prior to receiving an award of Contract.

D11. SAFETY

D11.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D11.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D11.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
- (d) adequate sanitation measures are taken and facilities provided with respect to the Work.
- (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
- (f) fire hazards in or about the Work are eliminated.

MEASUREMENT AND PAYMENT

D12. INVOICES

D12.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204- 949-0864

Email: CityWpgAP@winnipeg.ca

D12.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D12.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D12.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D13. PAYMENT

D13.1 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D14. WARRANTY

D14.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply 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 B7.

E2. BACKGROUND

- E2.1 The 2017 Canada Summer Games Host Society has engaged the City of Winnipeg's Transit Department to plan, and manage the delivery of all bus services required to transport the estimated 4,400 athletes, coaches, managers and chaperones participating in the games from July 27, 2017 until August 13, 2017.
- E2.2 The types of bus transportation services that will be provided include:
- (a) Airport Transfers (Airport - Athlete's Residence - Airport);
 - (b) Out-of-town (Hotel – Athlete's Residence in outlying communities – Airport);
 - (c) Opening Ceremonies (Athlete's Residence – MTS Centre - Athlete's Residence);
 - (d) Team Practice (Athlete's Residence – Venue - Athlete's Residence);
 - (e) Competition (Athlete's Residence – Venue - Athlete's Residence);
 - (f) Nightly Festival (Athlete's Residence – The Forks - Athlete's Residence);
 - (g) Closing Ceremonies (Athlete's Residence – Investors Group Field – Airport).

E3. SERVICE AREA

- E3.1 All trips under this Contract shall start and end at locations within the City of Winnipeg, Manitoba, the Rural Municipality of Headingley, Manitoba, the Rural Municipality of Gimli, Manitoba, Birds Hill Provincial Park in the Rural Municipality of St. Clements, Manitoba, and the City of Kenora, Ontario.

E4. OPERATIONAL CHARACTERISTICS

- E4.1 The Contractor(s) shall have their vehicles and drivers prepared and available to transport passengers scheduled for trips during the following dates and times:
- (a) July 27, 2017 06:00 to 19:00 (Airport Transfers)
 - (b) July 28, 2017 06:30 to 16:00 (Practice & Opening Ceremonies at MTS Centre)
 - (c) July 29, 2017 06:30 to 23:00 (Practice & Competition)
 - (d) July 30, 2017 06:30 to 23:00 (Practice & Competition)
 - (e) July 31, 2017 06:30 to 23:00 (Practice & Competition)
 - (f) August 1, 2017 06:30 to 23:00 (Practice & Competition)
 - (g) August 2, 2017 06:30 to 23:00 (Practice & Competition)
 - (h) August 3, 2017 06:30 to 23:00 (Practice & Competition)
 - (i) August 4, 2017 06:30 to 23:00 (Practice & Competition)
 - (j) August 5, 2017 05:30 to 23:00 (Airport Transfers)
 - (k) August 6, 2017 06:30 to 23:00 (Practice & Competition)
 - (l) August 7, 2017 06:30 to 23:00 (Practice & Competition)
 - (m) August 8, 2017 06:30 to 23:00 (Practice & Competition)

- (n) August 9, 2017 06:30 to 23:00 (Practice & Competition)
- (o) August 10, 2017 06:30 to 23:00 (Practice & Competition)
- (p) August 11, 2017 06:30 to 23:00 (Practice & Competition)
- (q) August 12, 2017 06:30 to 23:00 (Practice & Competition)
- (r) August 13, 2017 05:30 to 23:00 (Competition, Closing Ceremonies & Airport Transfers)

E4.2 Detailed bus hours and vehicle requirements are listed in Tables 1 & 2.

E4.3 All trips assigned to the Contractor(s) shall be planned, scheduled and supervised by Winnipeg Transit.

E5. VEHICLES

E5.1 Contractor(s) shall provide buses and/or coaches in accordance with the requirements hereinafter specified.

E5.2 Types of public service vehicles required to perform trips are as follows:

- (a) **Micro-bus** – a motor vehicle that is designed and classified by the manufacturer as a “miniature bus” and used for the purpose of transporting more people than a multi-purpose vehicle or minivan, but fewer people than a full-sized bus, and is also authorized for hire or “charter” as a public service vehicle. Typical seating capacity at 11-24 passengers.
- (b) **“Handi-Transit Vehicle”** is defined under this Contract as a motor vehicle that is designed and classified by the manufacturer as a “para-transit bus” and used for the purpose of transporting four (4) wheelchair passengers and eight (8) 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 approved by the Contract Administrator.
- (c) **School Bus** – manufactured to provide a vehicle that is designed and classified by the manufacturer as a school bus and used for the purpose of transporting pupils and other authorized persons to or from school and is also authorized for hire or “charter” as a public service vehicle (public transport). Typical seating capacity at 40-45 passengers.
- (d) **Commuter Bus** - manufactured to provide a vehicle that is designed and classified by the manufacturer as a commuter transit style bus and used for the purpose of transporting persons operating on city streets (scheduled public transport) and also authorized for hire or “charter” as a public service vehicle. Typical seating capacity at 38-44 passengers.
- (e) **Motor Coach** – a vehicle of monocoque design that is designed and classified by the manufacturer as a “highway coach” and used for the purpose of transporting persons between municipalities (intercity), suburban/commuter (scheduled public transport) and is also authorized for hire or “charter” as a public service vehicle. Typical seating capacity at 47-56 passengers.
- (f) **Motor Coach with wheelchair lift** – a vehicle of monocoque design that is designed and classified by the manufacturer as a “highway coach” fitted with a wheelchair lift and used for the purpose of transport two (2) wheelchair passengers and thirty-nine (39) ambulatory passengers in addition to the driver between municipalities (intercity), suburban/commuter (scheduled public transport) and is also authorized for hire or “charter” as a public service vehicle. Typical seating capacity at 39-56 passengers.

E5.3 Each vehicle must be approved by the Contract Administrator prior to use in this Contract. The Contractor(s) shall supply a list of vehicles being used for 2017 Canada Summer Games Work within three (3) Business Days of a request from the Contract Administrator. The vehicle list will include make, model, year, VIN, license plate, registration and fleet number of each vehicle.

E5.4 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 a fully charged and secured fire extinguisher onboard that meets the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards;
- (b) Each vehicle must have a first aid kit onboard that complies with the requirements of CAN/CSA-D409-02 (Reaffirmed 2007);
- (c) Each vehicle must have a functioning heating/air conditioning system which will be capable of maintaining an interior temperature meeting CAN/CSA-D409-02 Standards (Reaffirmed 2007) under Winnipeg summer weather conditions (school buses excepted, but must have windows that open for ventilation);
- (d) Each vehicle provided by the Contractor(s) 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;
- (e) Each vehicle provided by the Contractor(s) in the performance of this Contract must have a valid and current mechanical / safety inspection by a certified mechanic from an approved Province of Manitoba Safety Inspection Station to ensure the vehicle is safe and in good running condition;
- (f) Certification of all inspections must be signed by a certified mechanic and on file, available on request to the Contract Administrator;
- (g) Each vehicle shall be identified with the Contractor's Company name and fleet number visible displayed on the exterior of the vehicle;
- (h) Each vehicle shall in the sole opinion of the Contract Administrator, be kept in a clean condition;
- (i) All vehicles for use in this contract shall be "No Smoking" vehicles when in or out of service.

E6. DRIVERS

E6.1 The Contractor(s) will be required to establish an identified and dedicated pool of trained drivers who are willing and qualified to provide transportation service to 2017 Canada Summer Games.

E6.2 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 his valid Manitoba driver licence to City of Winnipeg Transit Inspectors upon request;
- (c) provide vehicle registration/insurance documents to City of Winnipeg Transit Inspectors upon request;
- (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 and have the employee identification in a laminated card visible at all times on City property and while in the performance of the Work;
- (i) have a good knowledge of the location of streets and major activity areas in the City of Winnipeg and other service areas beyond the city, including possessing a copy of the current edition of a Sherlock's Street Map Booklet of Winnipeg;
- (j) Comply with security clearance requirements as described in Part F.

E6.3 The Contractor(s) shall ensure that the Drivers shall perform the following tasks to assist passengers:

- (a) at all times be courteous to their passengers;
- (b) not smoke (cigarettes or vape pipe) or permit a passenger(s) to smoke in the vehicle;

- (c) not wear sandals or open toe shoes at any time when doing Work under this Contract;
- (d) have a safety vest of a colour and style for the designated work as identified under the *Workplace Safety and Health Act* and approved by the Contract Administrator available at all times to ensure visibility to passengers and drivers of other vehicles if required.
- (e) display identifying signage in bus windows as provided by Winnipeg Transit and the 2017 Canada Summer Games.

E6.4 The City of Winnipeg Transit Department 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 E6.3 above, drivers who have been removed from 2017 Canada Summer Games 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, the Chief Inspector of Winnipeg Transit or his designate and the Operations Coordinator of the 2017 Canada Summer Games or her designate.

E7. SCHEDULING

E7.1 All trips will be scheduled by the City of Winnipeg Transit Department.

E7.2 The City of Winnipeg Transit Department will provide the Contractor(s) with the daily scheduled trips electronically (e-mail) by (12:00 hours) or (12:00 p.m.) the day before.

E7.3 The Contractor(s) shall schedule vehicles to meet the Transit service demands and must provide the Transit Chief Inspector with a list of the vehicle fleet numbers and the names of the drivers and their ID numbers that will be used for the next day's 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 penalty fee. The service penalty fee will be the cost of providing the service through any means deemed appropriate by the Contract Administrator.

E7.4 The City will notify the Contractor(s) of any scheduled trips cancelled during the day. All Contractors must provide Transit with a central phone number for notification of changes to the schedule including cancellations, add-ons and trip notifications. These cancelled trips will be communicated by the City to the Contractor(s) and the Contractor(s) will be responsible to provide appropriate notification to their driver(s). All drivers should be equipped with a mobile communications device capable of receiving and sending data messages.

E7.5 The City may add short-notice trips subsequent to the posting of a day's schedule if there is a change to the sporting schedule by the 2017 Canada Summer Games and 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 Contract Administrator to the Contractors.

E7.6 The Contractor(s) shall inform the Transit Chief Inspector within ten (10) minutes if a delay in the schedule is anticipated or encountered for any reason.

E7.7 The driver must not arrive at the scheduled pick-up location any earlier than thirty (30) minutes before the scheduled pick-up time.

E7.8 The driver shall not depart from any scheduled pick-up location with the passenger(s) earlier than the scheduled pick-up time unless instructed by Winnipeg Transit Supervisor(s).

E7.9 Driver(s) shall perform the trip(s) as outlined on their schedule unless instructed by Winnipeg Transit Supervisor(s).

E7.10 The Contractor(s) shall provide a backup vehicle in the event of a vehicle breakdown within two (2) hours.

E7.11 The Contractor(s) shall cooperate with City staff in the implementation of any procedural changes that may result in increased productivity and efficiency associated with the service.

E8. ESTIMATED QUANTITIES

- E8.1 Tables 1 & 2 provide the estimated quantities of Work and units required effective July 27, 2017 under this contract for Microbuses, Handi-Transit Buses, School Buses, Transit Buses and Motor Coaches.
- E8.2 By request of the Contract Administrator, Contractor(s) only are to provide their current fleet equipment (i.e. – Microbus, Handi-Transit Bus, School Bus, Transit Bus, Motor Coach, Motor Coach (wheelchair) or combinations of both, if available) and drivers available as registered, insured and licenced to operate in the Province of Manitoba.

ESTIMATED QUANTITIES OF WORK DAILY BUS HOUR AND UNIT REQUIREMENTS

TABLE 1: Daily Bus Hours by Service Type:

Service Type:	July 27	July 28	July 29	July 30	July 31	Aug. 1	Aug. 2	Aug. 3	Aug. 4	Aug. 5	Aug. 6	Aug. 7	Aug. 8	Aug. 9	Aug. 10	Aug. 11	Aug. 12	Aug. 13	Total
Airport Transfer	144	-	-	-	-	-	-	-	-	205	-	-	-	-	-	-	-	90	439
Practice & Competition	-	180	180	180	180	180	180	180	180	-	180	180	180	180	180	180	180	18	2,718
Practice & Competition	-	21	21	21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	63
Practice & Competition	-	30	22	22	22	22	16	18	-	-	36	36	46	22	22	22	22	6	364
Practice & Competition (BHP)	-	-	12	12	12	-	12	12	12	-	18	24	18	30	-	-	6	-	168
Practice & Competition (Pool)	-	65	65	65	65	65	65	65	65	-	25	25	25	25	25	25	25	-	695
Nightly Event at Forks	-	-	60	60	-	-	60	60	60	60	60	60	-	-	60	60	-	-	600
Gimli & Kenora	-	60	-	-	-	-	-	-	-	60	-	-	-	-	-	-	-	-	120
Staff	-	22	33	33	22	22	22	22	22	-	33	22	22	22	22	22	-	-	341
Opening & Closing Ceremonies	-	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	300
Standby Buses	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	30	540
Total Hours:	174	708	423	423	331	319	385	387	369	355	382	377	321	309	339	339	263	144	6,348

Notes:

- Green = Motor Coaches & 2 X Motor Coaches with wheelchair lifts (Airport, Birds Hill Park & Gimli & Kenora only)
- Yellow = School Buses
- Blue = Commuter Buses (Golf & Softball only)
- Brown = Handi-Transit Buses (Athletics only)
- Purple = Micro Buses
- Red = Winnipeg Transit Buses (For information only, not part of contract Work.)

TABLE 2: Total Daily Bus Units:

Time Period:	July 27	July 28	July 29	July 30	July 31	Aug. 1	Aug. 2	Aug. 3	Aug. 4	Aug. 5	Aug. 6	Aug. 7	Aug. 8	Aug. 9	Aug. 10	Aug. 11	Aug. 12	Aug. 13	
Max. Daily Contract Units Required:	12	85	37	39	34	34	34	34	32	20	45	42	44	41	36	36	33	34	
Winnipeg Transit Daily Units:	5	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	60	
Max. Daily Total Units Required:	17	110	62	64	59	59	59	59	57	45	70	67	69	66	61	61	58	94	

Notes:

- Standing loads will not be permitted on Contract Work units.
- Green denotes Airport Transfer Service only
 Winnipeg Transit buses (For information only, not part of Contract Work)