



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 106-2019**

**PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG  
TRANSIT PLUS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG TRANSIT PLUS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 10, 2019.

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. ENQUIRIES**

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.5 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B4. CONFIDENTIALITY**

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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 Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

### **B5. ADDENDA**

B5.1 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.

- B5.2 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.
- B5.3 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>
- B5.4 The Proponent 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.
- B5.5 The Proponent 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.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

**B6. SUBSTITUTES**

- B6.1 The Work is based on the specifications in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 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.
- B6.4 The Proponent 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 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 Total Performance.
- B6.5 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent 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.

- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent 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 B21.
- B6.9 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.

## **B7. PROPOSAL SUBMISSION**

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Business Plan
  - (d) References
- B7.2 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.3 Proponents should submit one (1) **unbound** 8.5” x 11” original (marked “original”).
- B7.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B7.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B7.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B7.8 Proposals shall be submitted to:
- The City of Winnipeg
  - Corporate Finance Department
  - Materials Management Division
  - 185 King Street, Main Floor
  - Winnipeg MB R3B 1J1
- B7.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B8. PROPOSAL**

- B8.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent 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.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent 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 Proponent 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.

B8.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B9. PRICES**

B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B9.1.1 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.

B9.2 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.

B9.3 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.

B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B10. DISCLOSURE**

B10.1 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.

B10.2 The Persons are:

- (a) N/A

**B11. CONFLICT OF INTEREST AND GOOD FAITH**

B11.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B11.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B11.3 In connection with its Proposal, each entity identified in B11.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Project Manager; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

B11.4 Without limiting B11.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B11.5 Without limiting B11.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
- (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B11.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B11.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **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, 2021.

B12.3 Notwithstanding C.7.3, the prices for year two (2), year three (3), year four (4), year five (5), year six (6) and year seven (7) 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 01, 2021 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, within ten (10) Calendar Days of the Unit Price taking effect.

## **B13. QUALIFICATION**

B13.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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 Proponent 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 Proponent 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);
- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F -

B13.4 Further to B13.3(c), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator that the Proponent/Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:

- (a) Written confirmation of a safety and health certification meeting SAFE Work Manitoba's SAFE Work Certified Standard (e.g., COR™ and SECOR™) in the form of:
  - (i) a copy of their valid Manitoba COR certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Certificate of Recognition (COR) Program administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
  - (ii) a copy of their valid Manitoba SECOR™ certificate and Letter of Good Standing (or Manitoba equivalency) as issued under the Small Employer Certificate of Recognition Program (SECOR™) administered by the Construction Safety Association of Manitoba or by the Manitoba Heavy Construction Association's WORKSAFELY™ COR™ Program; or
- (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>).

B13.5 The Proponent 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 Proponent and of any proposed Subcontractor.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent'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 Information to include driver wages, fuel costs, maintenance and insurance costs; vehicle costs or payments, and expected profit for each year of the contract
- (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

B15.2 References will be evaluated on issues such as total and type of complaints, unsafe vehicle operation and poor vehicle condition. If an existing contractor with Winnipeg Transit Plus, points will be deducted for issues such as total and type of complaints, unsafe vehicle operation and poor vehicle condition.

## **B16. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) 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 The Proponent is advised any information contained in any Proposal Submission 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).

B16.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

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

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent 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 Proponents and these Proponents shall be bound by their offers on such Work for time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her 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 Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent 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 Proponent's authorized representatives named in Paragraph 12 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 Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent 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/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents 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 Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent 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 Proponent 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 Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B12: (pass/fail)
- (c) Evaluated Bid Price 60%
- (d) Business Plan 25%
- (e) References 15%

B21.2 Further to B21.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements 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 Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.

B21.4 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B21.5 Further to B21.1(c) where the Evaluated Bid Price shall be the sum of quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.6 Further to, B21.1(d) 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 fifteen (15) points or greater it will not be further evaluated

- B21.7 Further to B21.1(e)References will be evaluated based upon a standard format of questions that will be asked of all references. Reference checks will not be restricted to only those submitted by the Proponent, and may include organizations representing persons with disabilities, the Winnipeg Transit Plus Policy Advisory Committee, companies or individuals known to have done business with the Proponent. Points will be allocated for the following general criteria:
- (a) positive recommendation based on experience with the Bidder in the type of work described herein, cleanliness of vehicles, driver behaviour and schedule adherence.
  - (b) Points will be deducted for issues such as complaints, unsafe vehicle operation and poor vehicle condition, etc. If an existing Winnipeg Transit Plus contractor, their overall complaint/compliment record will be reviewed and points assessed (added/deducted) based on performance.
- B21.8 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.
- B21.9 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.
- B21.10 This Contract will be awarded as a whole.

## **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 Proponent, even though one or all of the Proponents are determined to be 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 qualified Proponent submitting the most advantageous offer.
- B22.4 In the event that a Bidder which does not have the highest rating is awarded this Contract pursuant to B21.1 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.
- B22.4.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her 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 2019-01-15) 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](http://www.winnipeg.ca/matmgt/gen_cond.stm)
- C0.2 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 SERVICES

D2.1 The Work to be done under the Contract shall consist of public accessible transportation services for the period of February 1, 2020 to January 31, 2027.

D2.2 If the contract start date is delayed through no fault of the Contractor the Contract period will be 7 (seven) years from actual start date of the Work

D2.3 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 may travel in a wheelchair.
- (b) 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.

D2.4 The Work shall be done on an "as required" basis during the term of the Contract.

D2.4.1 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.

D2.4.2 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.

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
- (b) **"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 Winnipeg Transit Plus ;
- (c) **"Ambulatory"** means a person with a disability able to walk with or without assistance but who does not use a wheelchair or scooter;
- (d) **"Budget"** means the annual budget of the City for the Provision of Winnipeg Transit Plus Services which includes the supplementary "Service" to be provided ;
- (e) **"Business Day"** means a day when the Winnipeg Transit Plus office is open from 8:30 am to 4:30 pm;
- (f) **"Cancellation"** means a scheduled trip cancelled with notification to the Contractor and driver via the MDT, or by telephone or electronically;
- (g) **"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;
- (h) **"Contractor Portal"** software made available to the contractor for the sole purpose or providing schedule summaries for verification and eventual payment;
- (i) **"Dispatch"** means a person employed by the City who dispatches vehicles to meet the schedule requirements of the City;

- (j) **“MDT”** mobile data terminals used to receive and send information to Winnipeg Transit dispatch;
- (k) **“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;
- (l) **“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”;
- (m) **“run”** means one (1) vehicle scheduled and available for or performing the Work for one (1) day;
- (n) **“Statutory Holiday”** means a statutory holiday as observed by the City except Easter Monday;
- (o) **“Vehicle Hour”** means one (1) vehicle scheduled and available for or performing the Work for one (1) hour;
- (p) **“Winnipeg Transit Plus Vehicle”** means a light to medium duty low floor, right passenger side-entry, wheelchair accessible minibus, ARBOC Spirit of Freedom, that is 24 feet in length with a 165” inch wheelbase meeting or exceeding the CAN/CSA-D409-02 (Reaffirmed 2007) Standards, fully crash tested to meet Canadian Motor Vehicles Safety Standards (CMVSS) and the requirements set out in the regulations of the Manitoba Highway Traffic Act ( and any update to this Act) throughout the Contract;

#### **D4. CONTRACT ADMINISTRATOR**

D4.1 The Contract Administrator is :

Josie Fernandes  
Manager of Client Services

Telephone No. 204- 986-5329

Email Address: [jfernandes@winnipeg.ca](mailto:jfernandes@winnipeg.ca)

D4.2 Before commencement of Work, the Contractor Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Proposal Submissions must be submitted to the address in B7.

#### **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/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.
- D6.5 The Contractor shall require all its employees and Subcontractors (if applicable) employed in the Work to execute and deliver a Non-Disclosure and Consent to Monitoring Agreement in the form attached to these Supplemental Conditions (Form L: Non-Disclosure and Consent to Monitoring Agreement) prior to that person's beginning Work under this Contract. The Contractor shall provide all completed Non-Disclosure and Consent to Monitoring Agreements to the City Representative prior to the applicable employee or Subcontractor beginning Work under this Contract. The Contractor may only disclose Confidential Information to its employee or Subcontractor who has a need to know for the purposes of the Work, provided first that prior to such disclosure each such person shall have completed and returned a Non-Disclosure and Consent to Monitoring Agreement to the satisfaction of the City. The Contractor shall:
- (a) Take reasonable steps (including those steps that the Contractor takes to protect its own information that is regards as confidential) to keep the Confidential Information confidential;
  - (b) Use the Confidential Information only for the purpose of performing the Work and for no other purpose whatsoever
  - (c) At the City Representative's request and option, immediately return confidential Information to the City of certify in writing that it has been destroyed.
- D6.6 The Contractor shall be responsible for any violation of the requirement of D6 by and such person.

## **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.

## **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) if applicable, 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 five million dollars (\$5,000,000) inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

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

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. CONTRACT SECURITY**

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until a date sixty (60) days after Total 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 fifty percent (50%) of the first year of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H3: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the first year of the Contract Price; 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 fifty percent (50%) of the first year of the Contract Price.
- (d) Proponents 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 Proponent 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 of 15% of the value of the first year of the Contract Price has been accumulated. A letter of direction in this regard is required from the Proponent prior to beginning the Work.

- D11.1.1 Where the contract 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 contract security.
- D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.
- D11.3 Where the Contract Security is provided in accordance with D11.1(a) and D11.1(b), the Contractor shall, as soon as practicable after entering into a contract with a Subcontractor:
- (a) give the Subcontractor written notice of the existence of the labour and material payment bond in D11.1(b); and
  - (b) post a notice of the bond and/or a copy of that bond in a conspicuous location at the Site of the Work.

## **D12. RECORDS**

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 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);
  - (d) description and quantity of services provided
  - (e) amount of fare collected

## **D13. SUBCONTRACTOR LIST**

- D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **D14. EQUIPMENT LIST**

- D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site.

## **SCHEDULE OF WORK**

### **D15. COMMENCEMENT**

- D15.1 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.
- D15.2 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 contract security specified in D11;
    - (vi) the Subcontractor list specified in D13;
    - (vii) the equipment list specified in D14;and

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

#### **D16. TOTAL PERFORMANCE**

- D16.1 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

#### **D17. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

- D17.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

#### **D18. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL REPORTING**

- D18.1 The Contractor shall submit to the Contract Administrator for approval, not later than March 31<sup>st</sup> of each year of the Contract, a detailed report (for reporting period January 1<sup>st</sup> to December 31<sup>st</sup> of each calendar year) that includes the following:
  - (a) accurate quantities of each type of fuel consumed for motor vehicles used performing the work;
  - (b) total fuel use (in litres) for each fuel type consumed;
  - (c) total vehicle usage (in hours), sorted by fuel type;
  - (d) simple calculation of average fuel efficiency (in litres/hour) sorted by fuel type;
  - (e) composition for each fuel type (e.g. average percentage of biodiesel and ethanol volume of compressed natural gas (CNG));
  - (f) total number of vehicles, sorted by weight class and fuel type; and
  - (g) any other information requested by the Contract Administrator
- D18.2 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability and climate action.

#### **D19. EMPLOYEE BEHAVIOUR AND SUPERVISION SAFETY**

- D19.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees:
  - (a) behave in a courteous and polite manner (no profanity or excess noise) to City staff and registrants;
  - (b) obey all posted safety rules;
- D19.2 use their own telephones or cellular telephones necessary for communication; The Contractor shall be solely responsible for safety and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

#### **MEASUREMENT AND PAYMENT**

##### **D20. INVOICES**

- D20.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg  
Client Services Division (Winnipeg Transit Plus)  
Administrative Clerk – Contracts and Scheduling  
Unit B 414 Osborne Street  
Winnipeg, MB R3B 1B9

D20.2 Invoices must clearly indicate, as a minimum:

- (a) the City's contract 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.

D20.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D20.4 **Proposal Submissions must not be submitted to the above facsimile number. Proposals must be submitted in accordance with B7.**

**D21. PAYMENT**

D21.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D21.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D21.3 Work under this Contract shall be measured on an hourly, per unit basis.

D21.4 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.

D21.5 The Contractor shall submit a bi-monthly invoice to the Contract Administrator indicated in D4 showing the total number of Vehicle Hours provided in the month; and the total number of "No Shows" encountered in the month.

D21.6 The payment of the final invoice of this Contract will not be made until a Certificate has been filed with the City from the Worker's Compensation Board certifying that all assessments due by the Contractor have been paid and a Statutory Declaration has been filed.

**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. 106-2019

PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG TRANSIT PLUS

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 H3: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D11)**

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

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

RE: CONTRACT SECURITY – RFP NO. 106-2019

PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG TRANSIT PLUS

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.

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

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

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

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



**FORM K: EQUIPMENT**  
(See D14)

PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG TRANSIT PLUS

|   |
|---|
| <p>1. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>2. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>3. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |
| <p>4. Category/type:</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> <p>Make/Model/Year: _____ Serial No.: _____</p> <p>Registered owner: _____</p> |

**FORM K: EQUIPMENT**  
(See D14)

PROVISION OF ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG TRANSIT PLUS

|                          |                   |
|--------------------------|-------------------|
| <b>5. Category/type:</b> |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |
| <b>6. Category/type:</b> |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |
| Make/Model/Year: _____   | Serial No.: _____ |
| Registered owner: _____  |                   |

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS**

E1.1 These Specifications shall apply to the Work.

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

E2.1 The Contractor shall transport passengers scheduled for pick-up during the following operating hours:

- (a) Weekdays (excluding Statutory Holidays) 05:30 to 24:30;
- (b) Saturdays (excluding Statutory Holidays) 06:30 to 24:30; and
- (c) Sundays and Statutory Holidays 07:00 to 22:30.
- (d) At the end of the operating period, the Contractor shall complete all trips in progress or scheduled to be in progress.

E2.2 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 fixed route Transit service

#### **E4. PASSENGER ASSIGNMENT**

E4.1 Winnipeg Transit Plus schedules all passenger pickups. The number of passengers assigned to a vehicle will not exceed the seating capacity of the vehicle.

E4.2 The Contractor shall not use vehicles for any purpose other than performance of the Work under this Contract.

E4.3 Passengers shall not be transferred from one (1) vehicle to another except in the event of a vehicle being disabled or with proper notification and approval from Winnipeg Transit Plus dispatch

#### **E5. VEHICLES**

E5.1 Contractor(s) will be required to have six (6) new vehicles to perform the Work five (5) to perform the work and one (1) spare vehicle in reserve.

E5.2 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.

E5.3 All vehicles must be a light to medium duty low floor, right passenger side-entry, wheelchair accessible minibus, ARBOC Spirit of Freedom, that is 24 feet in length with a 165" inch wheelbase meeting or exceeding the CAN/CSA-D409-02 (Reaffirmed 2007) Standards, fully crash tested to meet Canadian Motor Vehicles Safety Standards (CMVSS) and the requirements set out in the regulations of the Manitoba Highway Traffic Act ( and any update to this Act) throughout the Contract with a passenger capacity and seating configuration, design and material to be specified at the pre-commencement meeting.

- (a) Each vehicle must be built on a General Motors G-4500 Cutaway chassis, 2019 Model Year with only driver's position. No other chassis will be accepted
- (b) Each vehicle must have a Vortec 6.0L V8 gasoline engine ("SOM 23 165" WB GAS 14, 200GVWR)
- (c) Each proposed vehicle must be Altoona tested in the 5year/150,000-mile category
- (d) Each vehicle must have an entry door with a 12-degree angle to assist with random access for wheelchair loading and unloading
- (e) Each vehicle must have a forward entry door to assist in driver visibility and ergonomics
- (f) each vehicle must have a Romeo Rim Bumper;
- (g) each vehicle must have a Driver Side 12 inch Running Board;
- (h) each vehicle must have an Interior Mirror 6" X 9" inches;
- (i) each vehicle must have a Rear Window Fresnal Lens;
- (j) each vehicle must have Double T Slider Windows;
- (k) each vehicle must have an Exterior Entrance Driver key;
- (l) each vehicle must have a side-entry Exterior Passenger Entry Door Toggle Switch;
- (m) each vehicle must have an Interior Passenger Entry Door Toggle Switch that can only be activated when the vehicle is in park;
- (n) each vehicle must have a Roof Hatch – Transpec Decono #1976;
- (o) each vehicle must have a backup alarm;
- (p) each vehicle must have an Alarm, Door Ajar for Rear Door;
- (q) each vehicle must have a Battery Compartment with Tray and Door;
- (r) each vehicle must have Illuminated lights for all Egress Windows;
- (s) each vehicle must have a storage compartment (walker rack) of design, dimensions, capacity and location that meets the approval of the Contract Administrator;
- (t) each vehicle must have sixty two (62) inch, thirty-four (34) inch wide power assisted passenger entry ramp with a 1.5 ramp angle;
- (u) each vehicle must have an Exterior Ramp Toggle Switch;
- (v) each vehicle must have an Interior Ramp Activation Switch that can be easily reached while standing outside the right side-entry passenger door;
- (w) each vehicle must have a fully charged and secured fire extinguisher onboard that meets the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards;
- (x) 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;
- (y) each vehicle must have two (2) Ceiling Grab Rails that are yellow powder coated;
- (z) each vehicle must have right hand (RH) Grab Rail Parallel to Entrance Steps 1.25 inches that is powder coated yellow;
- (aa) each vehicle must have left hand (LH) Entry Grab Handle that is powdered coated yellow;
- (bb) each vehicle must have Assist Handles on Entry Doors that are powder coated yellow

E5.4 Securements in all the Vehicle must have;

- (a) Seatbelt extensions for all passengers which include height adjustable shoulder belts;
- (b) each vehicle must have retractable three (3)-point lap and shoulder seat belts for all occupants whether travelling in a wheelchair or seated passengers

- (c) Q-Straint (4) QRT.Max (SNC/SLIDE'N'CLICK) with retractable lap/shoulder belts wheelchair securement system that is self-tightening, self-locking and self-tensioning for each area designated for as passenger traveling in a wheelchair.
- (d) QRT Max (SNC/Slide'N'Click) securement system for the secure storage or securement devices not in use when the vehicle is moving;
- (e) A Q-Straint secure storage area for all Q-Straint securements

E5.5 The HVAC in all vehicles must have;

- (a) A functioning heating/air condition system which will include rear heating/air conditioning ventilation capable of maintaining an interior temperature meeting CAN/CSA-D409 Standards ( reaffirmed 2007) under Winnipeg weather conditions. Each vehicle must have two (2) supplementary passenger heating systems no less than sixty-five thousand (60,000) BTU each. Each vehicle must have a functioning air conditioning system that is no less than eighty thousand (80,000) BTU

E5.6 All vehicle seats must;

- (a) Have molded energy absorbing grab handles at the top of each forward facing seat. The handles must be securely attached to the frame structure;
- (b) each passenger seat must be of maximum cushioning and cloth grade offered by the manufacturer
- (c) Four (4) bench seats that can stow away with the configuration, design and material to be specified at the pre-commencement meeting.

E5.7 All Vehicles must be able to accommodate the following additional equipment;

- (a) the capacity to accommodate a mobile data terminal or other reliable technology approved by the Contract Administrator able to receive message electronically from any location in the service area and include a basic Global Positioning/Automated Vehicle Location (AVL) unit approved by the Contract Administrator for Winnipeg Transit Plus Dispatch to know the location of each vehicle when Work is being performed under this Contract. The total estimated cost for the mobile data terminal is an estimated cost of two thousand dollars (\$2,000) per vehicle not including applicable taxes.
- (b) The Contractor will have the monthly charge for data storage and access itemized and deducted from their first bi-monthly payment each month at the estimated cost of one hundred (\$100) dollars for the contracted vehicles.
- (c) Accommodate the following mount for the mobile data terminal; Hint Mount for a Tab E 8.0 Hint docking case with a Hint tablet docking system 8.0 with a 3 inch mount and a 3 inch mount backing plate at an estimated cost of one thousand (\$1,000) dollars.
- (d) 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 six thousand (\$6,000) dollars per vehicle and two hundred and sixty (\$260.00) dollars yearly service agreement fee per vehicle not including applicable taxes. The data box must remain locked and is only accessible to the Contract Administrator or his/her designate for the purpose of investigating complaints- the removable hard drive is the sole property of Winnipeg Transit Plus and will be retrieved by the Contract Administrator or his/her designate at the end of the contract term. Failure to provide access to retrieve the hard drive will result in a hold back of the Contractor's performance security.
- (e) Each vehicle must display posters inside and outside each vehicle (supplied by Winnipeg Transit Plus) notifying clients of the audio visual equipment onboard.

E5.8 All Vehicle for use in this Contract must be;

- (a) "Non-Smoking" vehicle when in or out of service.
- (b) Identified with Winnipeg Transit Plus logo to be displayed on the outside on the rear on each side and on the rear in the centre. Winnipeg Transit Plus logos must be removed and when a vehicle is no longer used to perform the Work and/or the Contract expires; If a

Vehicle is equipped with pre-existing "Handi-Transit" logos, the City shall provide new Winnipeg Transit Plus logos to the Contractor free of charge;

- (c) Be identified with the Contractor's Company name and a vehicle run number assigned by Winnipeg Transit Plus. 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 (specifications will be provided upon award of contract)
- (d) Supplies, licensed maintained, operated and equipped in accordance with all applicable statuses, regulations and legislation of Federal, Provincial, and Municipal authorities.
- (e) Be kept in a clean condition based on the sole opinion of the Contract Administrator;
- (f) Mechanically inspected for any mechanical, safety infractions by a certified mechanic every six (6) months to ensure the vehicle is safe and in good running condition. A copy of the inspection report must be submitted to the Winnipeg Transit Plus office five (5) business days after the inspection is completed. Failure to do so may result in the assessment of a Service Recover Fee or suspension of work;
- (g) Certified by a certified mechanic and the reports supplied to the Contract Administrator;
- (h) Equipped from October 15- April 14 with tires specifically designed for winter driving and described as a "winter tire" in compliance with the Motor Vehicle Tired Safety Regulations-SOR/2013-198 (Section 5). This requirement applies to all "back-up" or "spare" vehicles which have to be placed into service. No substitutions will be accepted without Contract Administrator Approval.

E5.9 Replacement costs of damaged equipment as outlined in E5.7 shall be borne by the Contractor. The Contractor must ensure the units are operating at all times and report/repair those units which become defective or malfunction.

E5.10 The Contractor shall notify the Contract Administrator and obtain his/her approval before using a substitute vehicle or a vehicle substantially modified subsequent to the initial approval. Vehicles placed into service without prior approval from the Contract Administrator shall be in breach of contract and may result in the assessment of a Service Recovery Fee.

E5.11 When a Contractor replaced any vehicle utilized under this Contract the replacement vehicle must meet or exceed Canadian Motor Vehicle Safety Standards (CMVSS) or the applicable standards in place at the time the vehicle is purchased.

E5.12 Replacement vehicle more than three (3) years of age from the first registration date shall not be used for service under this Contract without prior written approval of the Contract Administrator at any time during the Contract.

E5.13 Each vehicle must be approved by the Contract Administrator before use in this Contract.

E5.14 The Contract Administrator may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.

E5.15 Any vehicles deemed, by the Contract Administrator, to not be fit for use shall replace with an acceptable vehicle.

E5.16 The Contractor shall supply a list of vehicle being used for Winnipeg Transit Plus work within three (3) Business Days of request from the Contractor 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 vehicle when acquired prior to being used for Winnipeg Transit Plus service.

## **E6. DRIVERS**

E6.1 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.

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 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 Winnipeg Transit Plus Inspectors upon request;
- (d) provide vehicle registration/insurance documents to Winnipeg Transit Plus 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 and have the employee identification in a laminated card visible at all times on City property and while in the performance of the Work;
- (j) have a good knowledge of the location of streets and major activity areas in the City of Winnipeg;
- (k) all operators must wear a high visibility safety vest at all times while carrying out the Work of this Contract
- (l) Comply with security clearance requirements as described in F1.

E6.3 Drivers employed for Work under this Contract must successfully complete an orientation and training program conducted by the City before commencement of Work and an issuance of a Winnipeg Transit Plus Identification Card to that driver. 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 determined by the City;
- (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 Winnipeg Transit Plus 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) Winnipeg Transit Plus Identification Cards shall expire every three (3) years. In order to renew a Winnipeg Transit Plus Identification Card, that driver must to the satisfaction of the Contract Administrator:
  - (i) complete a refresher orientation and training course as described here in;
  - (ii) submit current copies of a criminal record check, Manitoba Driver's Abstract, and Manitoba Driver Safety rating;
- (g) the City may at any time 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 to the Contractor.
- (h) If refresher training is required under E6.3 (f) or (g) it will be provided by the City and an applicable fee may be applied to the Contractor

E6.4 The Contract 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 or permit a passenger(s) to smoke in the vehicle.

- (c) wear a shirt, work pants, jacket and winter parka approved by the Contract Administrator;
- (d) not wear sandals or open toe shoes at any time when doing Work under this Contract.
- (e) wear 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 at all times to ensure visibility to passengers and drivers of other vehicles;
- (f) wear their Winnipeg Transit Plus Identification card at all times (which will be issued following successful completion of the driver training session) in a visible location when doing Work under this Contract.

E6.5 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 E6.5 above, drivers who have been removed from Winnipeg Transit Plus 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 and Operations Supervisor of Winnipeg Transit Plus

## **E7. SCHEDULING**

E7.1 All trip requests will be received and scheduled by the City.

E7.2 The City will provide the Contractor with the daily schedule for each run electronically (e-mail) the day before or upon a revised schedule that is operational feasible.

E7.3 The Contractor shall schedule vehicles to meet the Winnipeg Transit Plus service demands and must provide the Winnipeg Transit Plus Office with a list of the vehicle numbers and associated runs that will be used for the following day's work. Changes to vehicles and their associated runs must be approved by the Contract Administrator or designate prior to making any changes to the submitted runs and vehicles. 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.

E7.4 The City will notify the Contractor of any scheduled trips cancelled during the day via the MDT's. Contractors will be required to provide Winnipeg Transit Plus with a central phone number for notification of changes to the schedule, and verify the information in the Contractor. All drivers will be equipped with a mobile data terminal in their vehicle capable of receiving and sending changes to the schedule and messages.

E7.5 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 and sent directly to driver through the in-vehicle MDT.

E7.6 The Contractor shall inform Winnipeg Transit Plus Dispatch 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 ten (10) minutes before the scheduled pick-up time.

E7.8 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 Winnipeg Transit Plus Dispatch or the passenger(s) being picked up.

E7.9 The driver must obtain approval from Winnipeg Transit Plus Dispatch 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. The driver must enter all the relevant information into the MDT about the missed trip or “no-show”.

- E7.10 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.
- E7.11 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.

## **E8. FARES**

- E8.1 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 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 will pay their fare with a “transit ride token” which will be collected by the driver;
  - (d) a small number of passengers use a monthly Winnipeg Transit Plus pass, which will be recorded on the MDT;
  - (e) a group of passengers will be enrolled on the fare payment from account system and will not be required to provide a fare to the driver.
- E8.2 The Contractor shall under no circumstances collect or attempt to collect any payment in excess of the prescribed fare. Drivers are not allowed to accept tips from passengers for Work performed under this Contract.
- E8.3 The Contractor shall deliver all fares in the form that they were collected to the City, at the location and time specified by the Contract Administrator, on a weekly basis.
- E8.4 The Contractor shall be responsible for all fares until delivered to and accepted by the City.
- E8.5 The fares are the property of the City and are not payment to the Contractor in addition to the unit prices.

## **E9. PASSENGER SERVICE**

- E9.1 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.
- E9.2 The Contractor’s drivers must:
- (a) assist the passenger from inside and accessible building entrance door into the vehicle;
  - (b) four (4) point secure all wheelchair(s) with Q-Straint securement system described in E5.4
  - (c) store all “not in use” wheelchair(s) securement equipment in the storage pouch specified in E5.4(e)
  - (d) ensure that the passenger uses the vehicle seatbelt and offer to assist with securing it;
  - (e) ensure all passengers wear the vehicle seatbelt;
  - (f) wear the vehicle seatbelt while driving;
  - (g) transport the passenger to the scheduled destination
  - (h) turn on the air conditioning at the request of a passenger(s)
  - (i) assist the passenger from the vehicle to just inside an accessible building entrance door;

- (j) 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;
- (k) 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.
- (l) close the door of the vehicle when getting a passenger(s)
- (m) deploy the ramp for ambulant passenger(s);
- (n) not stop to put fuel in the vehicle when a passenger(s) is onboard;
- (o) not make a personal stop when a passenger(s) is onboard;
- (p) not alter the scheduled destination of a trip without clearance from Winnipeg Transit Plus Dispatch;
- (q) not transport a passenger(s) if the trip sheet indicates "mandatory attendant" and the attendant is not present to accompany the passenger(s) on the trip
- (r) not transport a passenger if the MDT indicates "mandatory attendant" and the attendant is not present to accompany the passenger on the trip.
- (s) not transport a passenger if they are not using the authorizing mobility devices

E9.3 Further to E9.2 , the Contractor's drivers shall provide service as specified in the Winnipeg Transit Plus Service Manual as provided to the Contractor's drivers at their training sessions pursuant to E6 which may be updated from time to time with notice to the Contractor, and all applicable service bulletins issued to the Contractor thereunder from time to time, all of which are expressly incorporated by reference into this Contract. Additional copies of the Winnipeg Transit Plus Service Manual will be made available on a direct cost basis.

E9.4 Drivers may have a cell phone, blackberry or similar electronic device ("Cell Phone") for the purpose of contacting the Contractor or Winnipeg Transit Plus Dispatch for assistance or instruction. While using a Cell Phone during the performance of this Contract, drivers must obey all requirements of the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*, and the following requirements of this Contract.

Drivers;

- (a) shall have their Cell Phone on vibrate when transporting a passenger(s);
- (b) shall not make personal calls (hand held or hands free) at any time when a passenger is onboard
- (c) shall use a cell phone when a passenger is onboard only:
  - (i) for communicating with the Contractor Winnipeg Transit Plus Dispatch for the purposes of assistance or instruction in the Work of this Contract; and
  - (ii) when the vehicle gear selector is in "Park" and the vehicle is stationary and not obstructing a roadway or a lane of travel and;
  - (iii) when fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand Operated Electronic Devices Regulation)* ,
- (d) shall when a passenger is not onboard, only make and receive phone calls fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand Operated Electronic Devices Regulation)*
- (e) shall listen or view voice-mail, e-mail, or electronic messages from Winnipeg Transit Plus Dispatch or the Contractor only when:
  - (i) the vehicle's gear selector is in "Park" and the vehicle is stationary and not obstructing a roadway or a lane of travel and
  - (ii) fully in compliance with the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)*

- (iii) shall never listen to or view personal voice-mail, email or other electronic messages, or otherwise use an electronic device as defined in the *Highway Traffic Act (Cellular Telephones and Other Hand-Operated Electronic Devices Regulation)* while in the vehicle.

E9.5 Drivers failing to comply with E9.2 E9.3 and E9.4 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.

E9.6 The amount of the service recovery fee will be deducted from the Contractor's bi-monthly payment.

E9.7 The City has the right to have a driver removed from the Work of the Winnipeg Transit Plus Contract if in the opinion of the Contract Administrator the driver is not meeting the standards of performance established by Winnipeg Transit Plus.

## **E10. DOCUMENTATION**

E10.1 The Contractor shall submit, with the delivery of fares collected, the following:

- (a) a verified schedule summary through the Contractor Portal showing the number of trips, and the pick-up time, drop-off time and type of fare collected for each trip according to the schedule provided by the Winnipeg Transit Plus office;
- (b) a list of cancellations and no shows; and
- (c) when applicable, complaint reports and accident/incident reports.

E10.2 The Contractor shall submit the information electronically through the Contractor Portal, in the manner specified by the Contract Administrator.

## **E11. SERVICE MONITORING**

E11.1 The Contractor must monitor service being provided by the drivers during evenings and weekends (if applicable) as well as during the day.

E11.2 Contractors are responsible for providing ongoing training and support to their drivers and to address any demonstrated, reported, or known areas of deficiency. Drivers, who fail to demonstrate improvement, may be removed from performing the Work by the Contract Administrator.

E11.3 The Contractor shall ensure that all of its employees are capable of carrying out the Work listed in this contract. Employees must be able to perform the physical requirements as well as the ability to comprehend interpret and read trip data and communicate fluently in the English language.

## **E12. CUSTOMER COMPLAINTS**

E12.1 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.

- E12.2 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.
- E12.3 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.
- E12.4 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.
- E12.5 If the Contractor does not or cannot respond to a Class B or Class C complaint in accordance with E14.3 above, a service recovery fee may be assessed.
- E12.6 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.
- E12.7 Complaints from passenger(s), or any other persons, regarding the service shall be referred to the Contract Administrator or their designate.
- E12.8 The Contractor will rectify passenger complaints effectively and efficiently providing the Contract Administrator or their designate 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.

### **E13. SUSPENSION OF WORK**

- E13.1 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 Winnipeg Transit Plus service.
- E13.2 All trips in progress when a suspension of Work is invoked shall be completed unless otherwise authorized by the Contract Administrator. The Contractor will not receive payment for any period of time the Work is suspended.

### **E14. ESTIMATED QUANTITIES**

- E14.1 Table 1 provides the estimated annual quantities of Work effective February 01, 2020 under this Contract for wheelchair accessible low floor mini-buses

**Table 1**

**WHEELCHAIR ACCESSIBLE LOW FLOOR MINI-BUSES  
HOURLY RATE SERVICE**

| <b><i>Day Type</i></b>   | <b><i>Approximate Annual<br/>Vehicle Hours</i></b> |
|--|--|
| <b><i>Weekdays (excluding all<br/>statutory holidays except Easter<br/>Monday)</i></b> | 19,920   |

**Saturday/Sunday** 2,496

**Statutory holidays** 288

E14.2 Table 1 has the distribution and assignment of runs related to seasonal/holiday requirements. These days/dates may change with the calendar years and as a result of seasonal demands increasing or decreasing not more that specified in the original contract.

E14.3 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 (2) weeks' notice, but the total hours of the run will not be reduced more than the estimated quantities outlined below

**Table 2**

| <b>Day Type</b>  | <b>Run<br/>(one vehicle)</b> | <b>Time Out</b> | <b>Time In</b> | <b>Maximum<br/>Total Daily<br/>Hours</b> |
|--|------------------------------|-----------------|----------------|--|
| <b>Weekday</b><br><i>(excluding all statutory holidays<br/>except Easter Monday)</i> | 1                            | (flexible)      | (flexible)     | 16                                       |
|  | 2                            | (flexible)      | (flexible)     | 16                                       |
|  | 3                            | (flexible)      | (flexible)     | 16                                       |
|  | 4                            | (flexible)      | (flexible)     | 16                                       |
|  | 5                            | (flexible)      | (flexible)     | 16                                       |
| <b>Saturday/Sunday</b>   | 1                            | (flexible)      | (flexible)     | 12                                       |
|  | 2                            | (flexible)      | (flexible)     | 12                                       |
| <b>Statutory Holidays</b>  | 1                            | (flexible)      | (flexible)     | 12                                       |
|  | 2                            | (flexible)      | (flexible)     | 12                                       |

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>; or
  - (d) FASTCHECK Criminal Record & Fingerprint Specialists, forms to be completed can be found on the website at: <https://myfastcheck.com>
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) 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 Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contact, 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 Police Information Check 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.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 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 Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.