



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 754-2022**

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

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

- Form A: Bid/Proposal
- Form B: Prices

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	2
B6. Substitutes	2
B7. Proposal Submission	3
B8. Proposal	3
B9. Prices	4
B10. Experience of Proponent and Subcontractors (Section C)	5
B11. Experience of Key Personnel Assigned to the Project (Section D)	5
B12. Business Plan (Section E)	5
B13. Disclosure	6
B14. Conflict of Interest and Good Faith	6
B15. Qualification	7
B16. Opening of Proposals and Release of Information	8
B17. Irrevocable Offer	9
B18. Withdrawal of Offers	9
B19. Interviews	9
B20. Negotiations	9
B21. Evaluation of Proposals	9
B22. Award of Contract	10

### PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Services	1
D3. Cooperative Purchase	1
D4. Definitions	2
D5. Contract Administrator	3
D6. Contractor's Supervisor	3

#### Submissions

D8. Authority to Carry on Business	4
D9. Safe Work Plan	4
D10. Insurance	4
D11. Contract Security	5
D12. Subcontractor List	6
D13. Equipment List	6

#### Schedule of Work

D14. Commencement	6
D15. Total Performance	6
D16. Service Recovery Fees	6
D17. Table 1 – Service Recover Fees	8
D18. COVID-19 Schedule Delays	9

#### Organization of Work

D19. Job Meetings	9
-------------------	---

D20. The Workplace Safety and Health Act (Manitoba) – Qualifications	10
D21. Deficiencies	10
D22. Orders	10
D23. Records	10
D24. Winnipeg Climate Action Plan and Annual Fuel Reporting	10
<b>Measurement and Payment</b>	
D25. Payment	11
D26. Payment Schedule	11
D27. Annual Review – Inflationary Adjustment	12
<b>Warranty</b>	
D28. Warranty	12
<b>Dispute Resolution</b>	
D29. Dispute Resolution	12
<b>Third Party Agreements</b>	
D30. Funding and/or Contribution Agreement Obligations	13
D31. Confidentiality and Protection of Personal and Personal Health Information	15
Form H1: Performance Bond	18
Form H2: Irrevocable Standby Letter of Credit	20
Form J: Subcontractor List	22
Form K: Equipment	23
<b>PART E - SPECIFICATIONS</b>	
<b>General</b>	
E1. Applicable Specifications	1
E2. Operating Hours	1
E3. Service Area	1
E4. Customer Assignment	1
E5. Vehicles	1
E6. Drivers	4
E7. Scheduling	5
E8. Fares	6
E9. Customer Service	6
E10. Documentation	8
E11. Service Monitoring	8
E12. Customer Complaints	8
E13. Suspension Of Work	9
E14. Estimated Quantities	9
<b>PART F - SECURITY CLEARANCE</b>	
F1. Security Clearance	1

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF ACCESSIBLE TRANSPORTATION FOR WINNIPEG TRANSIT PLUS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, October 24, 2022.

B2.2 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 D5.1.

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 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 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.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

### **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 MERX website at [www.merx.com](http://www.merx.com).
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX 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 10 of Form A: Bid/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 D5.

## **B6. SUBSTITUTES**

- B6.1 The Work is based on the Plant, Materials and methods specified 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 their 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 their 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: Bid/Proposal;
  - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B10;
  - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B11;
  - (c) Business Plan (Section E) in accordance with B12.
- B7.3 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.
- B7.4 Further to B7.2, all components of the Proposal should 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.
- B7.5 Proposal format, including 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 proposed solution
- B7.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).
- (a) Proposals will only be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B21.1(a).
- B7.8 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: Bid/Proposal, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their 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 their 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: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their 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;
  - (d) if the Proponent is carrying on business under a name other than their 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: Bid/Proposal should be entered 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 C12.2.3, 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.
- B9.1.2 Prices stated in response to B9.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D30. Any such costs shall be determined in accordance with D30.
- 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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

**B10. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)**

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing accessible transportation services on up to three projects of similar complexity, scope and value.

B10.2 For each project listed in B10.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project's original contracted cost and final cost;
- (d) project owner;
- (e) reference information (two current names with telephone numbers and email addresses per project);
- (f) where applicable, information should be separated into Proponent and Subcontractor project listings.

B10.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

**B11. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)**

B11.1 Describe your approach to overall team formation and coordination of team members.

B11.1.1 Include an organizational chart for the Project.

B11.2 Submit the experience and qualifications of the key personnel assigned to the project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers and supervisors. Include job title, years of experience in current position, years of experience in the industry and years of experience with existing employer. Roles of each of the key personnel in the project should be identified in the organizational chart referred to in B11.1.1.

B11.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (two current names with telephone numbers and email addresses per project).

**B12. BUSINESS PLAN (SECTION E)**

B12.1 The Proponent shall submit a Business Plan which outlines "start-up" plans, operational plans, financial plans, and accurately represents the Work for which the Proponent is submitting including but not limited to a consideration of the following matters where applicable:

- (a) Financial Information including driver wages, fuel costs, maintenance and insurance costs and vehicle costs or payments;
- (b) Operating Plan including plans to provide Drivers with ongoing training relating to customer service and Winnipeg Transit plus policies; Maintenance plans and contingency plans for vehicle breakdowns or accidents to ensure full fleet of vehicles is available if needed; driver retention plan and plans to cover losing Drivers due to illness, accidents or finding other

work; any other operational plans that conveys your team's understanding of the operational requirements of the work; and

- (c) Proposed Implementation Plan including vehicle procurement strategy and anticipated lead times; preferred vendor(s) for vehicle procurement; plan for vehicle delays including the potential use of contractors existing fleet of vehicles including current number of vehicles available and the condition/maintenance status of existing vehicles; plan for hiring drivers including proposed spare driver contingent; any other implementation related plans that conveys your team's understanding of the requirements of the Work.
  - (i) The Implementation Plan should have a plan for vehicle procurement delays that details the options the Contractor will enact in the case of delays so this Contract can start on the date outlined in D2.
- (d) any other issue that conveys your team's understanding of the Project requirements.

### **B13. DISCLOSURE**

B13.1 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.

B13.2 The Persons are:

- (a) N/A

### **B14. CONFLICT OF INTEREST AND GOOD FAITH**

B14.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B14.2 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.

B14.3 In connection with its Proposal, each entity identified in B14.2 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 Contract Administrator; 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.
- B14.4 Without limiting B14.3, 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.
- B14.5 Without limiting B14.3, 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 B14.4 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.
- B14.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B15. QUALIFICATION**

- B15.1 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.
- B15.2 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 <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B15.3 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) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see **B15.6** and **D7**); and
- (e) upon request of the Contract Administrator, provide the Security Clearances in accordance with PART F -

**B15.4** Further to B15.3(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/>).

**B15.5** 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.

**B15.6** Further to B15.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

**B15.7** 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.

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

**B16.1** Proposals will not be opened publicly.

**B16.2** After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).

**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 their 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 11 of Form A: Bid/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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

**B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

**B19. INTERVIEWS**

B19.1 The Contract Administrator may, in their 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 B15: (pass/fail)
- (c) Total Bid Price; (Section B) 40%
- (d) Experience of Proponent and Subcontractor; (Section C) 20%
- (e) Experience of Key Personnel Assigned to the Project; (Section D) 10%
- (f) Business Plan (Section E) 30%

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 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.
- B21.5 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B21.5.1 Further to B21.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B21.6 Further to B21.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B10.
- B21.7 Further to B21.1(e), experience of key personnel assigned to the project will be evaluated considering the experience and qualifications of the key personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B11.
- B21.8 Further to B21.1(f), Business Plan will be evaluated in accordance with B12.
- B21.9 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.10 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.
- B21.11 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.

- B22.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents.
- B22.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent electronically.
- B22.8 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D30 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B22.9 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B22.10 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) 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 from July 1, 2023 until June 30, 2028, with the option of two (2) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Proponent within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on July 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 If the contract start date is delayed through no fault of the Contractor the Contract period will be five (5) years from actual start date of the Work. The start date is defined as the 1<sup>st</sup> day that any vehicle(s) delivers service under this Contract.

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 (This RFP does not require wheelchair/scooter securements. D2.3(a) relates to a person traveling in a travel wheelchair that would be folded and put in the trunk. The person will be seated in the seat while traveling, not in their mobility equipment.)
- (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" and "as scheduled" 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.

D2.4.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.5 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D3. COOPERATIVE PURCHASE**

D3.1 The Contractor is advised that this is a cooperative purchase.

- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.
- D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### D4. DEFINITIONS

- D4.1 When used in this Request for Proposal:
- (a) **"Ambulatory"** means a person with a disability able to walk with or without assistance but who does not use a wheelchair or scooter;
  - (b) **"Family of Service"** means integration of services allowing customers to transfer seamlessly from Winnipeg Transit Plus vehicles to conventional transit service and back again, based on their abilities;
  - (c) **"Fare Payment from Account (FPA)"** means a collection of tools or components that automate the ticketing system of a transportation network. It is an automated version of the traditional or manual fare collection system;
  - (d) **"Mobile Device Management"** means software that allows the City control, secure and enforce policies on tablets.
  - (e) **"Progressive Discipline"** means for Service Recovery Fees that include a Progressive Discipline components including warning, increased Service Recovery Fees, suspensions or termination for 1<sup>st</sup>, 2<sup>nd</sup> and/or 3<sup>rd</sup> and/or 4<sup>th</sup> instances of an event taking place from within a reference number from Table 1, the City will review events going back twelve (12) months from the date of the most current event to determine if the event is a 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> infraction as is applicable and the warning, Service Recovery Fee, suspension or termination will be assessed based on the outcome of the Progressive Discipline process;
  - (f) **"Provider Portal"** means a resource that allows Contractors access to trip information.

## **D5. CONTRACT ADMINISTRATOR**

D5.1 The Contract Administrator is:

Sam Brask, B.A., C.E.T.  
Operations Supervisor

Telephone No. 204- 986-5448

Email Address.: sbrask@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

## **D6. CONTRACTOR'S SUPERVISOR**

D6.1 Further to C6.22, 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 their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 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.

## **D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS**

D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.

D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.

D7.1.2 The accessible customer service obligations include, but are not limited to:

- (a) providing barrier-free access to goods and services;
- (b) providing reasonable accommodations;
- (c) reasonably accommodating assistive devices, support persons, and support animals;
- (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

## 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>

D9.3 Notwithstanding B15.4 at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated COR Certificate or Annual Letter of good Standing. A Contractor, who fails to provide a satisfactory COR Certificate or Annual Letter of good Standing, will not be permitted to continue to perform any Work.

### 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, contractual liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$5,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence.
- (c) Non-Owned Automobile Liability insurance in the amount of at least \$5,000,000.

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 Documents, if applicable.

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.

D10.6 For the avoidance of doubt, and further to C6.17, the Contractor is responsible for obtaining its own workers compensation coverage for all of its employees who will be performing the Services.

## **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 the expiration of the Contract in the form of:
- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifteen percent (15%) of the 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 H2: Irrevocable Standby Letter of Credit), in the amount of fifteen percent (15%) of the first year 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 fifteen percent (15%) of the first year Contract Price.
  - (d) Contractors will have the option of either providing the necessary Contract Security or having the required equivalent withheld by the City from their Contract payments. If Contract 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 Contractor prior to beginning the Work.
- D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:
- (a) the version submitted by the Contractor must have valid digital signatures and seals;
  - (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
  - (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
  - (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
  - (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).
- D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.
- D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.
- D11.1.4 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.

## **D12. SUBCONTRACTOR LIST**

D12.1 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.

## **D13. EQUIPMENT LIST**

D13.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

## **SCHEDULE OF WORK**

### **D14. COMMENCEMENT**

D14.1 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.

D14.2 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 C6.17;
  - (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 D12;
  - (vii) the equipment list specified in D13; and
  - (viii) the direct deposit application form specified in D25.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D14.3 The Contractor shall not commence the Work until July 1, 2023.

### **D15. TOTAL PERFORMANCE**

D15.1 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.

D15.2 Total performance is achieved after the last date of service under this Contract has been passed, all Winnipeg Transit plus decals and logos have been removed from all vehicles and all vehicle hard drives have been wiped.

### **D16. SERVICE RECOVERY FEES**

D16.1 If the Contractor fails to perform the Work in accordance with this Contract or is otherwise in default of any term or condition, the City may assess Service Recovery Fees for every such instance of non-performance or default in accordance with the Contract.

D16.2 Service Recovery Fees specified in the Contract are hereby agreed upon, fixed and determined by the parties. Service Recovery Fees will also be used to alter driver behaviour through a Progressive Discipline process with warnings, increasing Service Recovery Fees and suspensions in accordance with D17 Table 1. Service Recovery Fees with monetary values are

- assessed against the Contractor. Warning and suspensions are issued to the Contractor and assessed against the driver.
- D16.3 Service Recovery Fees specified in the Contract are not an exclusive remedy, and the City's right to Service Recovery Fees shall not prejudice any other rights or remedies of the City, whether under this Contract, at law (including contract) or equity, nor shall they relieve the Contractor of any obligation under the Contract, including its obligation for the complete and proper performance of the Work.
- D16.4 The items listed in Table 1 are not exhaustive. Situations may occur that are not outlined in Table 1 and the City reserves the right to determine which reference best matched the situation and to assess a Service Recovery Fee accordingly.
- D16.5 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's operational procedures as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 1.
- D16.6 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's scheduling adherence procedures as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 2.
- D16.7 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's no-show procedures as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 3.
- D16.8 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's conduct policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 4.
- D16.9 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's cell phone use policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 5.
- D16.10 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's safety policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 6.
- D16.11 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's harassment policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 7.
- D16.12 If the Contractor or the Contractor's driver fails to adhere to Winnipeg Transit Plus's incident reporting policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay to the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 8.
- D16.13 If the Contractor's driver fails to adhere to Winnipeg Transit Plus's unauthorized trip transfer policies as outlined in the City supplied training program the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 9.
- D16.14 If the Contractor fails to provide and utilize the number of Vehicles as specified in the Contract in accordance with E5.1, the Contractor shall be liable for and shall pay to the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 10.
- D16.15 If any fails to provide the number of Vehicles scheduled or is unable to provide their spare vehicle for service in accordance with E5.1, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 10.

- D16.16 If the Contractor fails to respond to a complaint or email requiring a response received from Winnipeg Transit Plus within two (2) business days, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 11.
- D16.17 If the City is unable to contact the contractor for more than 30 minutes during Winnipeg Transit Plus operating hours, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 12.
- D16.18 If the Contractor fails to turn in a suspended driver's ID tag within two (2) business days of the request, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with D17 Table 1 Reference 13.
- D16.19 Service Recovery Fees payable under the Contract shall be deducted from the cost of Work, or other monies payable by the City to the Contractor pursuant to the Contract, at the discretion of the City, and if there are insufficient monies payable by the City to the Contractor to cover the amount of Service Recovery Fees, then the difference shall be a debt due and payable by the Contractor to the City.
- D16.20 The City may reduce any payment to the Contractor by the amount of any Service Recovery Fees assessed.

**D17. TABLE 1 – SERVICE RECOVER FEES**

Reference No	Operational Procedure	1st	2nd	3rd	4th
1		Warning	\$100	\$200	Suspension
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- No identification tag/vest; improper footwear or clothing,</li> <li>- No vehicle decals, or poor vehicle condition,</li> <li>- No assistance to the customer, including verbal/visual contact,</li> <li>- Smoking in vehicle,</li> <li>- Vehicle cleanliness poor,</li> <li>- Vehicle interior too hot/cold (customer requests a temperature adjustment and driver refuses),</li> <li>- Repeated fare errors; three (3) or more errors after coaching provided by Inspector(s), or,</li> <li>- Transporting non-Winnipeg Transit Plus customers while on-duty.</li> </ul>					
Reference No	Schedule Adherence	1st	2nd	3rd	4th
2		\$100	\$200	\$300	Suspension
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- Conducting private fare service,</li> <li>- Picking up customers later or earlier than the scheduled pick-up window time without notification to dispatch, or arriving late for first pick up,</li> <li>- Taking customers to destination via irregular route,</li> <li>- Conducting personal business with customers on board,</li> <li>- Not available for work (e.g. unable to contact driver to assign trips into open time slots), or,</li> <li>- Taking fare without taking customer.</li> </ul>					
Reference No	No-show	1st	2nd	3rd	4th
3		\$100	\$200	\$300	Suspension
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- Driver does not complete a pickup, or refuses pick up without authorization,</li> <li>- Leaving pick up location without authorization, or,</li> <li>- Picking up wrong customer.</li> </ul>					
Reference No	Conduct	1st	2nd	3rd	4th
4		\$100	Suspension		
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- Rude or objectionable conduct,</li> <li>- Inappropriate discussion with customers, offensive language,</li> <li>- Inappropriate hygiene, or,</li> <li>- Any other offensive behaviour that may be interpreted as inappropriate.</li> </ul>					
Reference No	Using Hands-free Device	1st	2nd	3rd	4th
5		\$25	\$50	Suspension	
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- Talking on hands-free device while driving (other than to Contractor's dispatch) or while providing service (other than to Contractor's dispatch).</li> </ul>					
Reference No	Safety	1st	2nd	3rd	4th
6		\$100	\$200	Suspension	
Examples include but are not limited to: <ul style="list-style-type: none"> <li>- Mobility equipment not secure properly; shoulder belt not secured,</li> <li>- No assistance to customer resulting in injury or dangerous situation,</li> </ul>					

<ul style="list-style-type: none"> <li>- Handling of mobility equipment in an unsafe manner,</li> <li>- Operation of vehicle in an unsafe manner, or under the influence of drugs or alcohol (immediate termination), or using handheld electronic device, or,</li> <li>- Dropping customer off at a wrong location.</li> </ul>					
Reference №	Harassment	1st	2nd	3rd	4th
7		Suspension			
<p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Sexual advances towards customers, attendants, or other persons involved with service delivery,</li> <li>- Conduct that demeans, humiliates, or embarrasses a person, or,</li> <li>- Any physical violence or threat of physical violence.</li> </ul>					
Reference №	No Incident Report	1st	2nd	3rd	4th
8		\$100 per occurrence			
<p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Contractor or operator failure to submit written or verbal report when an incident involving a WTP customer has occurred.</li> </ul>					
Reference №	Unauthorized Trip Transfer	1st	2nd	3rd	4th
9		Warning	\$25	\$50	Suspension
<p>Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>- Transfer of trips without notifying Winnipeg Transit Plus.</li> </ul>					
Reference №	No Vehicle Assigned/No Spare Vehicle	1st	2nd	3rd	4th
10		\$200 per occurrence			
Reference №	Late Response to Complaint/Email	1st	2nd	3rd	4th
11		\$25 for every day late			
Reference №	Unable to Contact Contractor/Contractor Dispatch	1st	2nd	3rd	4th
12		\$100 per occurrence			
Reference №	Failure to Turn in Suspended driver's ID Tag	1st	2nd	3rd	4th
13		\$200	Review for driver termination		

## D18. COVID-19 SCHEDULE DELAYS

- D18.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D18.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D18.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D18.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D18.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D18.5 The Work schedule will be adjusted to reflect delays accepted by the Contract Administrator.
- D18.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

## ORGANIZATION OF WORK

### D19. JOB MEETINGS

- D19.1 Regular job meetings will be held. These meetings shall be attended by a minimum of one representative of the Contract Administrator, and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.

D19.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever he/she deems it necessary.

## **D20. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D20.1 Further to B15.4, 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 B15.4.

## **D21. DEFICIENCIES**

D21.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

## **D22. ORDERS**

D22.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

## **D23. RECORDS**

D23.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D23.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D23.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

## **D24. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING**

D24.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31<sup>st</sup> of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:

D24.2 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty customer, light duty pick-up, heavy duty, off-road) and year (where applicable)

D24.3 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty customer, light duty pick-up, heavy duty, off-road) and year (where applicable).

D24.4 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty customer, light duty pick-up, heavy duty, off-road) and year (where applicable).

- D24.5 Any other information requested by the Contract Administrator.
- D24.6 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 in implementing the Winnipeg Climate Action Plan.

## MEASUREMENT AND PAYMENT

### D25. PAYMENT

- D25.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf).

### D26. PAYMENT SCHEDULE

- D26.1 Further to C12, payments to the Contractor for the Work will be made following the end of each payment period based on a Payment Certificate prepared by the Contract Administrator. The payment periods are the 1<sup>st</sup>-15<sup>th</sup> of each month and the 16<sup>th</sup>-last day of each month.
- D26.2 Payment Certificates:
- (a) Payments to the Contractor for accessible transportation will be made following the end of payment period based on a certificate prepared by the Contract Administrator indicating the number of units for each payment item in Form B: Prices.
  - (b) will include any adjustments required or permitted under the Contract
- D26.3 Subject to the terms and conditions of the Contract, including without limitation D26.1 and D26.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices:
- D26.4 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after the payment period.
- D26.5 The Contractor may, not later than the day that is thirty (30) Calendar Days from the date of a Payment Certificate, submit to the Contract Administrator a written statement of objection concerning a Payment Certificate accompanied with full written disclosure and particulars concerning the matter(s) under objection. If the Contractor neglects or fails to observe fully and faithfully the above conditions, the Contractor shall be conclusively deemed to have accepted the Payment Certificate and to have expressly waived and released the City from any claims, at law or otherwise, with respect to same. The Contract Administrator's determination in respect of a statement of objection shall be final.
- D26.6 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at [https://winnipeg.ca/finance/files/Direct\\_Deposit\\_Form.pdf](https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf)
- D26.7 Notwithstanding any other provision in the Contract, any and all costs, expenses, losses, damages, credits, other liabilities or payments due or to become due from the Contractor to the City, may be set-off against any payment due or to become due from the City to the Contractor, or may be set-off against any Contract Security required under the Contract, and the City shall have a discretion in respect of selection of the time or times for effecting the set-off or recovery of part or all of any such amount.

## **D27. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT**

- D27.1 The unit prices specified on Form B: Prices will be adjusted on July1, 2024, and once per year on each subsequent annual anniversary date thereafter, based on the percentage increase or decrease in the unit prices for the Contract year, based on:
- (a) 85% of percentage change in Index “A”,
  - (b) plus 10% change in Index “B”,
  - (c) plus 5% change in Index “C”.
- D27.2 The inflation rates for “A”, “B” and “C” will each be calculated comparing the average of the 12-month period from May of the previous year to June of the current year to the average of the 12-month period of the year prior. For example, to calculate 2024’s adjustment, the average from all 3 indexes from June 2023-July 2024 will be compared against the average from all 3 indexes from June 2022- July 2023. The change between these averages will be the inflationary adjustment.
- (a) Index “A”:
    - (i) (a) Statistics Canada. Table 14-10-0205-01 Average hourly earnings for employees paid by the hour. Geography: Manitoba. Excluding Overtime, referencing Transportation and warehousing [48-49].
  - (b) Index “B”:
    - (i) Statistics Canada. Table 18-10-0001-01 Monthly average retail prices for gasoline and fuel oil. Geography: Winnipeg. Reference: Regular unleaded gasoline at self service filling stations
    - (ii) If using a fully electric vehicles, Table 18-10-0204-01 Electric power selling price index, monthly will be used in place of Table 18-10-0001-01.
  - (c) Index “C”:
    - (i) Table 18-10-0004-01 Consumer Price Index, monthly, not seasonally adjusted. Geography: Manitoba. Reference: Customer vehicle parts, maintenance and repairs
- D27.3 As some of the indexes are not available from Statistics Canada until sometime after the adjustment date, the amount of adjustment will be retroactive to the adjustment date.
- D27.4 A table showing how the inflationary adjustment is calculated is included in Appendix A.

## **WARRANTY**

### **D28. WARRANTY**

- D28.1 Notwithstanding C13, Warranty does not apply to this Contract.

## **DISPUTE RESOLUTION**

### **D29. DISPUTE RESOLUTION**

- D29.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator’s opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D29.
- D29.2 The entire text of C21.4 is deleted, and amended to read: “Intentionally Deleted”
- D29.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set

out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

- D29.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
  - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
    - (i) The Contract Administrator;
    - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
    - (iii) Department Head.
- D29.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.
- D29.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D29.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D29.4.4 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D29.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

### THIRD PARTY AGREEMENTS

#### D30. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D30.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D30.2 Further to D30.1, in the event that the obligations in D30 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D30.3 For the purposes of D30:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
  - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D30.4 Modified Insurance Requirements

- D30.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D30.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D30.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D30.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D30.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D30.5 Indemnification By Contractor
- D30.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D30.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
  - (b) any damage to or loss or destruction of property of any person; or
  - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D30.6 Records Retention and Audits
- D30.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D30.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D30.6.1 for inspection,

copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

#### D30.7 Other Obligations

- D30.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D30.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D30.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D30.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.
- D30.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D30.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

#### **D31. CONFIDENTIALITY AND PROTECTION OF PERSONAL AND PERSONAL HEALTH INFORMATION**

- D31.1 For the purposes of D32, any reference to “Representatives” shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D31.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the “Confidential Information”). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D31.3 All Confidential Information (meaning any and all information that is supplied by or to which access is given to the Contractor by the City or which in any other way comes into the possession or knowledge of, or is stored by or otherwise accessed by, the Contractor during the course of performance of the Services (regardless of format or medium), including “Personal

Information” as defined by The Freedom of Information and Protection of Privacy Act (FIPPA)), and “Personal Health Information” as defined by The Personal Health Information Act (“PHIA”), is and shall remain the property of the City. Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.

- D31.4 While this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
  - (b) ensure that access to the Confidential Information is only provided or permitted on a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
  - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
  - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
  - (e) inform its Representatives of the obligations imposed upon it under this Contract and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D31.5 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information that may be in its possession (in a form satisfactory to the City) and shall thereafter destroy the same Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D31.6 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
  - (b) the standards imposed on the Contractor by the City.
- D31.7 Upon becoming aware of any unauthorized Use of the Confidential Information (a “Confidentiality Breach”), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D31.8 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D31.9 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D31.10 The Contractor shall legally bind all employees, agents, Subcontractors, officers, and directors of its organization (where applicable) to the protection of privacy and information handling for all

Confidential Information via written agreements which contain protections no less strict than those contained within the Contract. In this respect, the Contractor shall ensure all of its employees who shall be driving as part of the Services review and agree to the terms of the attached "Form L", by signing and return the attached "Form L". "Form L" contains additional terms requiring the drivers to consent to monitoring in the scope of the Services.

**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. 754-2022

PROVISION OF ACCESSIBLE TRANSPORTATION 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 H2: 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. 754-2022

PROVISION OF ACCESSIBLE TRANSPORTATION 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.

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 D13)

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

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

**FORM K: EQUIPMENT**  
(See D13)

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

5. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
6. Category/type:	
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.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6.

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

- E2.1 The Contractor shall transport customers scheduled for pick-up during the following operating hours:
- (a) Weekdays (excluding Statutory Holidays) 06:00 to 24:30;
  - (b) Saturdays (excluding Statutory Holidays) 07:00 to 24:30; and
  - (c) Sundays and Statutory Holidays 08:00 to 22:30.
- E2.2 At the end of the operating period, the Contractor shall complete all trips in progress or scheduled to be in progress.
- E2.3 In the case of emergency conditions, such as inclement weather, the hours of service will be extended so that all customers on board a vehicle or waiting to be picked up will be delivered to their destinations
- E2.4 The City reserves the right to alter operating hours at any time during the term of the Contract.

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

- E3.1 All trips under this Contract shall start and end within the City of Winnipeg.

#### **E4. CUSTOMER ASSIGNMENT**

- E4.1 Winnipeg Transit Plus schedules all customer pick-ups and drop offs. The number of customers assigned to a vehicle will not exceed the seating capacity of the vehicle.
- E4.2 Customers 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. Once Winnipeg Transit Plus has transitioned to a Family of Service delivery model, notification and approval will no longer be required. Winnipeg Transit plus will provide the Contractor with notice prior to implementing this change.

#### **E5. VEHICLES**

- E5.1 Contractor(s) will be required to have six (6) new vehicles of identical make, model and trim level. Five (5) to perform the Work and one (1) spare vehicle in reserve. All vehicles will be white in colour.
- (a) A new vehicle is a vehicle which has never been owned except by a manufacturer, distributor or dealer. Has never been registered and has travelled less than 1,000 kilometers.
- E5.2 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.

- E5.3 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.
- E5.4 All vehicles will be a full-sized four-door small SUVs with a minimum seating capacity of three (3) ambulatory customers in addition to the driver. Each customer seating space shall be adequate for an adult person of average height and weight to be seated without having to contact a forward, lateral or overhead surface approved by the Contract Administrator, eligible vehicle is a 2022 or 2023 Volkswagen Taos Trendline. If a 2022 or 2023 Volkswagen Taos Comfortline is selected, it must have 17" wheels. If a substitution is being requested as per B6, The Proponent will be required to arrange a viewing of the proposed vehicle for the Contract Administrator. the Contract Administrator will review the proposed substitution to ensure it meets the requirements for service on Winnipeg Transit Plus.
- E5.5 Each vehicle must meet Canadian Motor Vehicles Safety Standards (CMVSS) and the requirements set out in the regulations of the Manitoba Highway Traffic Act (and any updates to this Act) throughout the Contract.
- E5.6 "Non-smoking" vehicle when in or out of service.
- E5.7 Each vehicle must have seatbelt extensions for all customers which will include height adjustable shoulder belts;
- E5.8 Each vehicle must have a fully charged and secured fire extinguisher onboard that meets the requirements of CAN/CSA-D409-16 (R2021) Standards;
- E5.9 Each vehicle must have a first aid kit onboard that complies with the requirements of CAN/CSA-D409-16 (R2021) Standards and contains a minimum of two (2) pairs of new, individually wrapped surgical gloves;
- E5.10 Each vehicle must have a functioning heating/air conditioning system which will include rear heating/air conditioning ventilation capable of maintaining an interior temperature meeting CAN/CSA-D409-02 Standards (Reaffirmed 2007) under Winnipeg winter weather conditions;
- E5.11 All customer seats are to have molded energy absorbing grab handles at the top of each forward-facing seat. The handles must be securely attached to the frame structure;
- E5.12 The back seats in the vehicle are to be bench seating and not individual molded seats.
- E5.13 The Contractor will be required to have 5G-enabled SAMSUNG tablets to perform the Work and enough spare tablets on hand for contingencies. In addition, mobile devices must be equipped to access current global navigation satellite system (GNSS), including A-GPS, GLONASS, BDS, and GALILEO. Contractor(s) will propose the mobile device model and number of devices for approval of the Contract Administrator.
- E5.14 The City will administer Mobile Device Management (MDM) on tablets used to perform the Work for the period indicated in D2.
- E5.15 The Contractor will configure their mobile devices with a wireless carrier with sufficient coverage in Winnipeg. The wireless data plan must be configured with a static IP address, sufficient speed and capacity, including standards 4G, 4G+, or 5G, and data usage to perform the Work. It's estimated that each mobile device will use one (1) gigabyte (GB) per month. Contractor must receive approval from the Contract Administrator for their proposed wireless plan.
- E5.16 The Contractor shall procure a mount for the mobile devices and install the mount in a location approved by the Contract Administrator. The current mount being used in Winnipeg Transit Plus vehicles is: 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 per vehicle.
- E5.17 Have one (1) camera and audio recording system approved by the Contract Administrator, paid for by the Contractor and installed by Winnipeg Transit in a location that allows for maximum

capture of customer activity at an estimated cost of six thousand, two hundred (\$6,200) dollars per vehicle plus a 4K, DVR hard drive at a cost of three hundred and twenty-two (\$322.00) dollars. Repairs and inspection costs will be the responsibility of the Contractor. The data box must remain locked and is only accessible to the Contract Administrator or their designate for the purpose of investigating complaints. The removable hard drive is the sole property of The City and will be retrieved by the Contract Administrator or their 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 Contract Security.

- E5.18 Further to E5.13 and E5.17, replacement costs of damaged equipment 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;
- E5.19 Each vehicle must display posters inside and outside each vehicle (supplied by The City) notifying clients of the audio-visual equipment onboard,
- E5.20 Each vehicle must have a manufacturer installed remote starter;
- E5.21 Each vehicle provided by the Contractor in the performance of this Contract shall be supplied, licensed, maintained, operated and equipped in accordance with all applicable statutes, regulations and legislation of Federal, Provincial and Municipal authorities;
- E5.22 Each vehicle provided by the Contractor in the performance of this Contract must have a mechanical / safety inspection by a certified mechanic every one (1) year 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 recovery fee or suspension of work;
- E5.23 Certification of all inspections must be signed by a certified mechanic and provided to the Contract Administrator;
- E5.24 Each vehicle shall be identified with the Contractor's Company name and a vehicle number assigned by The City. 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);
- E5.25 Each vehicle shall in the sole opinion of the Contract Administrator, be kept in a clean condition;
- E5.26 Each vehicle shall be identified with a Winnipeg Transit Plus logo to be displayed 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;
- E5.27 From October 15 to April 14, all vehicles engaged in performing the Work as outlined in the Contract will be equipped with tires specifically designed for winter driving and described as a "winter tire" in compliance with the Motor Vehicle Tire 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.
- E5.28 The Contractor shall notify the Contract Administrator and obtain their 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.
- E5.29 When the Contractor replaces any vehicle utilized under this Contract the replacement vehicle must meet or exceed Canadian Motor Vehicles Safety Standards (CMVSS) or the applicable standards in place at the time the vehicle is purchased.
- E5.30 Replacement vehicles more than three (3) years of age from the first registration date shall not be used for services under this Contract without the prior written approval of the Contract Administrator at any time during the Contract.

- E5.31 Replacement vehicles must meet vehicle specifications outlined in E5.
- E5.32 Each vehicle must be approved by the Contract Administrator before use in this Contract.
- E5.33 The Contract Administrator may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.
- E5.34 Any vehicles deemed, by the Contract Administrator, to not be fit for use shall be replaced with an acceptable vehicle.
- E5.35 The Contractor shall supply a list of vehicles being used for the Work within three (3) Business Days of a request from the Contract Administrator. This list must include the identified spare (backup) vehicle. The vehicle list will include make, model, year, license plate and registration number of each vehicle. The Contractor shall supply the same information for replacement vehicles when acquired prior to being used for 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 their valid Manitoba driver licence before commencement of Work under this Contract to the Contract Administrator;
  - (c) provide a 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 to 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) follow and comply with Winnipeg Transit Plus policies and procedures as outlined in training, bulletins or any other communication means as determined by the Contract Administrator;
  - (l) wear a high visibility safety vest at all times while carrying out the Work of this Contract
  - (m) Comply with security clearance requirements as described in PART F -
- 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 are generally as follows;
- (a) the number of drivers attending such a training program and the times for attending the program will be determined by the Contract Administrator;
  - (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 Winnipeg Transit Plus policies and equipment securement, 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 perform the 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 herein;
  - (ii) submit current copies of a criminal record check, Manitoba Driver's Abstract, and Manitoba Driver License;
- (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 (f)(i) or (g) it will be provided by the City and an applicable fee may be applied to the Contractor

E6.4 The Contractor shall ensure that the drivers shall perform the following tasks to assist customers:

- (a) at all times, be courteous to their customers;
- (b) not smoke or permit a customer(s) to smoke in the vehicle.
- (c) wear a shirt, work pants, jacket (when applicable) and winter parka (when applicable) approved by the Contract Administrator;
- (d) follow Winnipeg Transit Plus policies and procedures as outlined in the orientation and training program;
- (e) not wear sandals or open toe shoes at any time 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 customer safety or quality of service, or failure to comply with specified regulations/procedures.

- (a) Further to E6.5 , 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 through the Provider Portal and send it to the mobile devices the day before or upon any changes.

E7.3 The Contractor shall schedule vehicles to meet the Winnipeg Transit Plus service demands and must provide the City 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.

E7.4 The City will notify drivers of any scheduled trips cancelled during the day via the mobile device(s). All drivers will be equipped with a mobile device 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 directly to driver through the in-vehicle mobile device.
- 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 the start time of the scheduled 30-minute pick-up window.
- E7.8 The driver shall not depart from any scheduled pick-up location with the scheduled customer(s) earlier than the 30-minute window unless instructed by Winnipeg Transit Plus Dispatch or the customer(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 arrival within the 30-minute pick-up window and the customer(s) has not appeared at the pick-up area. The driver must enter all the relevant information into the mobile device about the missed trip or "no-show".
- E7.10 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 customers in the form of:
- (a) exact cash payment;
  - (b) a Transit ticket;
  - (c) a Transit ride token;
  - (d) a Winnipeg Transit pass;
  - (e) a Fare Payment from Account (FPA) system.
- 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 customers 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. CUSTOMER 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 customer from inside an accessible building entrance door into the vehicle;
  - (b) ensure that the customer uses the vehicle seatbelt and offer to assist with securing it;
  - (c) wear the vehicle seatbelt while driving;
  - (d) transport the customer to the scheduled destination
  - (e) adjust temperature at the request of a customer(s)

- (f) assist the customer from the vehicle to just inside an accessible building's outer most accessible door;
- (g) 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;
- (h) 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.
- (i) close the door of the vehicle when getting a customer(s)
- (j) not stop to put fuel in the vehicle when a customer(s) is onboard;
- (k) not make a personal stop when a customer(s) is onboard;
- (l) not alter the scheduled destination of a trip without approval from Winnipeg Transit Plus Dispatch;
- (m) not transport a customer(s) if the mobile device indicates "mandatory attendant" and the attendant is not present to accompany the customer(s) on the trip
- (n) not transport a customer if they are not using the authorized mobility devices

E9.3 Further to E9.2 , the Contractor's drivers shall provide service as specified in the Winnipeg Transit Plus orientation and 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.

E9.4 Drivers may have a cell phone, or similar electronic device ("Cell Phone") for the purpose of contacting the Contractor 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.

E9.5 Drivers:

- (a) shall have their Cell Phone on vibrate when transporting a customer(s);
- (b) shall not make personal calls (hand held or hands free) at any time when a customer is onboard
- (c) shall use a cell phone when a customer 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 customer 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.

E9.6 Drivers failing to comply with E9.2, E9.3, E9.3 and E9.5 contained herein, may result in the Contractor being charged a Service Recovery Fee.

E9.7 The City has the right to have a driver removed from the Work 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 Provider 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.

## **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.

E12.2 The Contractor shall, within two (2) regular Business Days of receipt of notice of any complaint, respond in writing to the Contract Administrator or their 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.

E12.3 If the Contractor does not or cannot respond to a complaint in accordance with E12.2 above, a Service Recovery Fee may be assessed.

E12.4 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.

E12.5 Complaints from customer(s), or any other persons, regarding the service shall be referred to the Contract Administrator or their designate.

**E13. SUSPENSION OF WORK**

E13.1 The Contract Administrator may suspend Work:

- (a) If, in their 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 quantity of Work from 2019, 2020 and 2021. The average of these hours was used to estimate the quantity of Work in Form B – Prices. The quantities are provided for reference and in no way are to be assumed as a guarantee of Work. The Work of this Contract is done on an as required basis.

**Table 1**

**ESTIMATED QUANTITIES**

<b>TOTAL HOURS FROM A COMPARABLE CONTRACT</b>			
<b>YEAR</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
	<b>22,886.03</b>	<b>16,389.33</b>	<b>12,391.38</b>
<b>AVERAGE</b>			<b>17,222.25</b>

E14.2 Table 2 has the maximum distribution of runs for the Work. There is no minimum as the Work is done on an as required basis. 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.

**Table 2**

<b>Day Type</b>	<b>Run (one vehicle)</b>	<b>Time Out</b>	<b>Time In</b>	<b>Maximum Total Daily Hours</b>
<b>Weekday</b>	1	(flexible)	(flexible)	12
<i>(excluding all statutory holidays except Easter Monday)</i>	2	(flexible)	(flexible)	12
	3	(flexible)	(flexible)	12
	4	(flexible)	(flexible)	12
	5	(flexible)	(flexible)	12
<b>Saturday/Sunday/ 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 their place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at their place of residence; or
  - (b) Sterling BackCheck – for existing account holders, log into your account to send individual invitations to employees requiring security clearance. For those that do not have an account, click on the following link to open an account:  
<https://forms.sterlingbackcheck.com/partners/platform2-en.php?&partner=winnipegcity> ; 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.