



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 278-2026

**PROVISION OF NON-DEDICATED ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG
TRANSIT PLUS**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 Provision of Non-Dedicated Accessible Transportation Services for Winnipeg Transit Plus

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, April 16, 2026.

B2.2 The Contract Administrator or the Manager of Purchasing 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 D6.1.

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.
- B5.4 The Proponent is responsible for ensuring that they have 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 D6.

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 they wish 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 and Past Performance of Proponent (Section C) in accordance with B10;
 - (b) Internal Oversight and Quality Assurance Plans (Section D), in accordance with B11; and
 - (c) Personnel Management and Operational Readiness Plans (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.
- B7.6.1 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 Contractor with respect to any applicable funding agreement obligations as outlined in D36. Any such costs shall be determined in accordance with D36.
- B9.1.3 The approximate quantity of vehicle hours stated on Form B: Prices is the average per hour cost of all vehicles.
- 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 AND PAST PERFORMANCE OF PROPONENT (SECTION C)

B10.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent in providing public passenger transportation, with specific emphasis on non-dedicated, on-demand or paratransit services on 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 owner/client agency;
- (d) scale of the project, including average volume of daily trips and size of the active driver pool;
- (e) key performance indicators (KPIs) and metrics achieved during the project, including but not limited to On-Time Performance (OTP) percentages, collision rates, customer complaint ratio, instances of contractual non-compliance, formal performance warnings, driver suspensions, or the assessment of service recovery fees/liquidated damages assessed against the Proponent, so that the evaluation committee has a clear understanding of the Proponent's ability to perform the Work within industry accepted quality of service standards.
 - (i) If a Proponent is restricted by confidentiality agreements from disclosing specific financial penalty amounts from other jurisdictions, they must explicitly declare the frequency and nature of the infractions.
 - (ii) The City reserves the right to verify the submitted performance data. Furthermore, the City reserves the right to evaluate the Proponent's past performance based on the City's own documented historical records and prior contract management experience with the Proponent, regardless of whether that specific data was included in the Proponent's submission.
- (f) reference information (two current names with telephone numbers and email addresses per project).

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.

B11. INTERNAL OVERSIGHT AND QUALITY ASSURANCE PLANS (SECTION D)

B11.1 Describe your firm's organizational structure, project management approach, and internal oversight methodologies to be used during the performance of the Work, so that the evaluation committee has a clear understanding of the methods the Proponent will use to ensure service quality and contract compliance.

B11.2 Include an organizational chart for the Project, clearly identifying Key Personnel, including the Contractors Representative, managers of the key disciplines (e.g. fleet, safety, operations, dispatch, etc.), and staff responsible for direct supervision of drivers, dispatch and road oversight.

B11.3 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value including educational background and degrees, professional recognition, job title, years of experience in their current position, years of experience in their discipline 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 B11.2.

B11.4 Submit an oversight and quality assurance plan describing:

- (a) Methodologies and internal tools (administrative, technical, etc.) used to actively monitor dispatch and road operations, compliance with service policies and procedures, and driver on-time performance;
- (b) Methodologies and internal tools (administrative, technical, etc.) used to actively monitor and maintain fleet vehicles to ensure customer safety, comfort and compliance with all legislative and regulatory demands, including but not limited to preventive maintenance schedules;
- (c) Procedures for auditing driver compliance with safety and other service policies and procedures, hardware provisioning and maintenance (mobile devices), and service expectations;
- (d) Methodologies for investigating, documenting, and resolving customer complaints and on-road incidents.

B12. PERSONNEL MANAGEMENT AND OPERATIONAL READINESS PLANS (SECTION E)

B12.1 Submit a comprehensive personnel management and operational readiness plan which describes your firm's methodologies for recruiting, training, and retaining qualified drivers, alongside your financial and vehicle procurement strategies, so that the evaluation committee has a clear understanding of the Proponent's ability to maintain a high-quality driver pool and ability to carry out the Work as described.

B12.2 The personnel management and operational readiness plan should include:

- (a) Recruitment information describing:
 - (i) Applicant screening, vetting, and interview processes;
 - (ii) Strategies to rapidly recruit and maintain a sufficient pool of spare drivers to cover driver loss due to illness, accidents, or surges in non-dedicated service demand.
- (b) Training information describing:
 - (i) Internal onboarding and orientation processes required by the Proponent prior to a driver attending City-provided training;
 - (ii) Ongoing and remedial training strategies relating to customer service, safety, and Winnipeg Transit Plus policies and procedures.
- (c) Personnel management and retention information describing:
 - (i) Active coaching, supervision, monitoring and performance evaluation frameworks for drivers;
 - (ii) Internal progressive discipline procedures, specifically addressing how the Proponent internally manages and corrects behaviours that result in City-assessed Service Recovery Fees;
 - (iii) Strategies to retain drivers and incentivize the acceptance of Winnipeg Transit Plus service delivery over other private work within a non-dedicated delivery model.
- (d) Operational readiness & viability information describing:
 - (i) Financial viability metrics, including driver wage structures demonstrating the Proponent's ability to attract and retain quality personnel and the Proponent's ability to perform all aspects of the Work within the defined requirements.
 - (ii) Vehicle procurement plans, to ensure enough vehicles are available to fulfill the non-dedicated service requirements.
 - (iii) Vehicle procurement contingency plans to manage procurement delays, such as the temporary use of an existing/already in-service fleet to ensure that the Contract start date is not impacted.
 - (i) Where the Proponent proposes to use an existing/already in-service fleet for this situation, information provided should describe the current number of vehicles available, their types and specifications including make/model/seating

and occupant securement layout/capacities and the current condition/maintenance status.

- (iv) The percent of each person's time identified in B12.2 to be dedicated to the Project in accordance with the Scope of Services identified in D2.
- (v) The Proponent's proposed schedule to achieve operational readiness following award of the Contract, following a carefully considered Critical Path Method using Microsoft Project or similar project management software, complete with resource assignments, durations (weekly timescales) and milestone dates or events. The schedule should address each requirement of the Scope of Services. The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

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, and in accordance with a motion approved by City of Winnipeg Council on July 13th, 2023, which requires that all drivers providing services be employees of the Proponent.

B15.2 The Proponent 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, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B15.3 The Proponent shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;

- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B15.5 and D8).
- (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 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 at https://www.winnipeg.ca/matmgt/Safety/safety_consultant.stm

B15.5 Further to B15.3(d), the Proponent acknowledges that they have obtained training required by the Accessibility for Manitobans Act (AMA) available at <https://accessibilitymb.ca/resources-events-and-training/online-training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B15.6 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.

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; however, Proponents are advised that, as required by a motion approved by the City of Winnipeg Council on July 13, 2023, their names, aggregate score, and bid price will be released publicly as part of a report to City Council.

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.

B16.3 Further to B16.1, 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 pursuant to B15: (pass/fail)

(c) Total Bid Price; (Section B) 60%

(d) Experience and Past Performance of Proponent; (Section C) 10%

(e) Internal Oversight and Quality Assurance Plans; (Section D) 10%

- (f) Personnel Management and Operational Readiness Plans (Section E) 20%
- 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.
- B21.6 For evaluation purposes only, where Form B includes a cash allowance, the cash allowance shall be removed from the Total Bid Price for the calculation of price points
- B21.6.1 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.
- B21.7 Further to B21.1(d), Experience of and Past Performance of Proponent 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.
- B21.8 Further to B21.1(e), Internal Oversight and Quality Assurance Plans will be evaluated considering the experience and qualifications of the Key Personnel on Projects of comparable size and complexity, the Proponent's plans and methodologies to ensure oversight and quality of the Work, as well as other information requested, in accordance with B11.
- B21.9 Further to B21.1(f), Personnel Management and Operational Readiness Plans will be evaluated considering the Proponent's understanding of the City's Project, project management approach, the Proponent's personnel management and operational readiness plans and methodologies, the Proponent's schedule and ability to comply with requirements of the Project, as well as other information requested, in accordance with B12.
- B21.10 Notwithstanding B21.1(d) to B21.1(f), where Proponents fail to provide a response to B7.2(a) to B7.2(c), the score of zero may be assigned to the incomplete part of the response.
- B21.11 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B19.
- B21.12 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.
- B21.13 This Contract will be awarded as a whole.

B22. AWARD OF CONTRACT

- B22.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B22.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.

- B22.2.1 Without limiting the generality of B22.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B22.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B22.4 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
- B22.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B22.5 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.
- B22.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor 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, Purchasing Division website at 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. BACKGROUND

D2.1 Winnipeg Transit Plus is the paratransit/specialized transit branch of Winnipeg Transit which provides accessible public transportation to eligible and registered individuals who are unable to make use of the City of Winnipeg's conventional transit system either some or all of the time, due to barriers including but not limited to physical disabilities. The Winnipeg Transit Plus customer base is comprised of individuals such as those who use wheelchairs and other mobility equipment, individuals who are blind or have low vision, individuals who have Alzheimer's Disease or related dementias, etc.

- (a) Customers of Winnipeg Transit Plus receive door-to-door service. Vehicle drivers locate customers at their point of origin, provide them with light assistance to the vehicle and ensure the customer and any mobility equipment is secured in accordance with defined policies and procedures.
- (b) On-board vehicles, drivers collect fares from customers and are responsible for ensuring superior road safety, customer service and rider experience.
- (c) At drop-off, drivers provide assistance with the removal of occupant restraints and/or mobility equipment securements, and provide customers with light assistance to their destination, ensuring they reach the front outermost door of their destination safely.

D2.2 Winnipeg Transit Plus is responsible for the processing of customer applications for service ("service eligibility"), managing customer trip bookings, complaints and general inquiries, determining vehicle fleet hour/resource needs from contractors, delivering initial driver training/certification and related activities.

D2.3 Contracted service providers are responsible for procuring and maintaining vehicles and related equipment such as safety equipment and mobile devices/data plans, managing personnel including but not limited to hiring, coaching and scheduling drivers, providing transportation services to customers, and working with Winnipeg Transit cooperatively to ensure safe, efficient, comfortable and effective service delivery.

D2.4 Winnipeg Transit Plus participates in the oversight of drivers and investigations of incidents using a team of dedicated internal operational service inspectors.

D2.5 Winnipeg Transit Plus drivers are expected to have access to an internal representative of the Contractor ("dispatch") to assist in the first line of resolution of daily operational concerns.

- (a) Winnipeg Transit Plus also provides dispatch staff to liaise with the Contractor and their representatives to cooperatively resolve daily operational concerns.

D2.6 Winnipeg Transit Plus utilizes and manages the Spare platform software suite to manage customer data and trip bookings and to provide drivers with trip and routing information, communication/messaging, AVL and related functionalities.

- (a) Drivers working for contracted service providers process trip and fare information using the Spare Driver App on contractor-owned mobile devices.
- (b) Contracted service providers receive access to the Spare "provider portal", to assist providers in managing their drivers and performance.

D3. SCOPE OF SERVICES

- D3.1 The Work to be done under the Contract shall consist of providing accessible public transportation services as a non-dedicated/overflow provider for the period of three (3) years from date of award, with the option of two (2) mutually agreed upon one (1) year extensions.
- D3.1.1 The City may negotiate the extension option with the Contractor 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.
- D3.1.2 Changes resulting from such negotiations shall become effective on the anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D3.1.3 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.
- D3.2 If the Contract start date is delayed through no fault of the Contractor, the Contract period will be three (3) years from the actual start date of the Work. The start date is defined as the 1st day that any vehicle(s) delivers service under this Contract.
- D3.3 The major components of the Work are as follows:
- (a) providing non-dedicated accessible public transportation (paratransit) to persons unable to make use of the City's conventional transit services due to a barrier such as a physical disability and who may require assistance to/from and into/out of the vehicle:
 - (i) persons travelling on Winnipeg Transit Plus may be ambulatory, or may use a mobility aid or medical device such as a cane, walker or wheelchair.
 - (ii) for the purposes of this Contract, persons transported will include both those who travel in wheelchairs or scooters and who transfer to and remain seated in a vehicle seat while travelling, with their wheelchair securely stored, as well as those who travel in a wheelchair and remain seated in the wheelchair during travel, with their wheelchair secured. As such, wheelchair and/or scooter securements for all vehicles are required.
- D3.4 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.4.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.4.2 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.
- D3.5 Notwithstanding D3.1, 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.

D4. COOPERATIVE PURCHASE

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 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.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

- D4.4 If any location of the potential participant is more than ten (10) kilometers 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.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 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 D4.4 and D4.5 will apply.
- D4.7 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.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D5. DEFINITIONS

- D5.1 When used in this Request for Proposal:
- (a) **“Accessible Transportation”** or **“Paratransit”** means public passenger transportation services designed to transport persons who are unable to use or access the conventional transit system due to a disability or other limitation (“Winnipeg Transit Plus”);
 - (b) **“Ambulatory”** means a person who is able to walk or “ambulate”, either with or without assistance, but without the use of a wheelchair or scooter;
 - (c) **“AVL”** means Automatic Vehicle Location technology which uses GPS and/or cellular/satellite networks to track vehicle movement and related measures such as speed;
 - (d) **“Conventional Transit”** means fixed route and/or on-demand or on-request public passenger transportation services offered by Winnipeg Transit using transit buses;
 - (e) **“CSA/ASC D409:16”** means the National Standard of Canada for “Motor vehicles for the transportation of persons with physical disabilities” as developed by the CSA Group (“Canadian Standards Association”) and Accessibility Standards Canada;
 - (f) **“Deadheading”** means the active operation and movement of a vehicle without a scheduled passenger on board, primarily for the purpose of operational repositioning;
 - (g) **“DVR”** means digital video recorder, an electronic device that records video (and audio) in a digital format to a disk drive or other storage media;
 - (h) **“Family of Services”** means the integration of transit services, allowing customers to transfer seamlessly between conventional transit (Winnipeg Transit) and paratransit (Winnipeg Transit Plus) vehicles to complete a trip;
 - (i) **“Good Commercial Condition”** means, in the context of a used vehicle, that the vehicle has no structural rust and only minor cosmetic rust which does not affect appearance. The vehicle not require major reconditioning and has a clean title history. The body, paint, and interior may show normal wear and tear consistent with commercial use, but must be free of major dents, cracks, or damage. The engine compartment is reasonably clean, with no fluid leaks, and is free of any excessive wear and/or visible defects. The vehicle has no outstanding mechanical/electrical problems, has matching tires, and is capable of meeting

all required standards to obtain a Manitoba Certificate of Inspection (colloquially known as a “safety”);

- (j) “**Mobile Device Management**” means software that allows the City to centrally manage, monitor and secure mobile devices, including but not limited to remotely accessing and controlling devices;
- (k) “**Mobility Equipment Technician**” means an individual who possesses current, documented training and certification directly from the Original Equipment Manufacturer of the specific accessibility equipment being inspected, maintained or repaired, or, an individual employed by a commercial vehicle modifier that holds a National Safety Mark (NSM) issued by Transport Canada specifically for the modification of vehicles for persons with physical disabilities.
- (l) “**Non-Ambulatory**” means a person who makes use of a wheelchair or scooter or is otherwise unable to walk or “ambulate”, either with or without assistance.
- (m) “**Non-Dedicated or Overflow Provider**” means a service provider contracted to supply accessible transportation services on an as-needed basis, without exclusive vehicle or driver dedication to the City. Non-Dedicated or Overflow Providers deliver trips assigned by the City to supplement core service delivery, particularly during periods of peak demand, service disruptions, or resource constraints. Providers may use vehicles and personnel that are also used for other clients or services, provided that they meet all contractual requirements for safety, accessibility, and service quality when performing work for the City.
- (n) “**OEM**” means the Original Equipment Manufacturer of the base vehicle chassis and its factory-installed components prior to any aftermarket structural conversion, alterations or the installation of specialized accessibility equipment by a third-party upfitter or commercial modifier;
- (o) “**Payment Certificate**” means the Contract Administrator’s statement of the sums certified to be paid by the City to the Contractor with reference to its interim and final progress estimates and/or the Contractor’s Proper Invoice;
- (p) “**Proper Invoice**” means the definition within *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto, and also includes the criteria to be included in an invoice, as set out in the Measurement and Payment provisions of the Contract;
- (q) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (r) “**Qualified Mechanic**” means a mechanic as defined by *The Drivers and Vehicles Act* of Manitoba;
- (s) “**Supply Chain Disruption**” means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (t) “**The Builders’ Liens Act**” or “**the BLA**” means *The Builders’ Liens Act*, R.S.M. 1987, c. B91 and any subsequent amendments thereto.

D5.2 Notwithstanding C1.1, when used in this Request for Proposal:

- (a) “**Bid**” or “**Proposal**” means the documents and other things, including but not limited to forms contained in the Bid Submission or Proposal Submission, which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive offer;
- (b) “**Bid Submission**” or “**Proposal Submission**” means that portion of the Bid Opportunity by that name which contains forms to be included in the Bid;
- (c) “**Request for Proposal**” means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specification, the Drawings and all addenda.

D6. CONTRACT ADMINISTRATOR

D6.1 The Contract Administrator is:

Cody Dzik, PMP
Operations Supervisor, Transit Plus
Telephone No. 204- 986-5448
Email Address.: cdzik@winnipeg.ca

D6.2 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.

D7. CONTRACTOR'S SUPERVISOR

D7.1 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 during the performance of the Work. 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.

(a) For the avoidance of any doubt, this means the supervisor must be available during all hours vehicles are on the road as described in section E2. The Contractor's supervisor shall serve as the initial contact point or "dispatch" for their employees (drivers). When needed, this supervisor would then contact Winnipeg Transit Plus supervisors for further assistance (for example, in the event of a vehicle breakdown, etc.). The Contractor's supervisor may be required to assist or otherwise respond to matters in-person.

D7.2 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.

D7.2.1 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.

D8. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

D8.1 *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.

D8.1.1 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.

D8.1.2 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.

D9. SUPPLIER CODE OF CONDUCT

- D9.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D9.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D9.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D10. UNFAIR LABOUR PRACTICES

- D10.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor conducts their business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.
- D10.2 The City of Winnipeg is committed and requires its Contractors to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D10.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).
- D10.4 Failure to provide the evidence required under D10.3, may be determined to be an event of default in accordance with C18.
- D10.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D10.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D10.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D10.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D10.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

D11. INFORMATION MANAGEMENT

- D11.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.
- D11.2 The Contractor acknowledges that *The Freedom of Information and Protection of Privacy Act* ("FIPPA") and *Personal Health Information Act* ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D11.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D11.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D11.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D11.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D11.7 The Contractor shall not 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 Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D11.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors

comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.

- D11.9 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 Contract Administrator.
- D11.10 Upon becoming aware of any unauthorized use or handling of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the Contract Administrator in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the Contract Administrator of said steps in writing.
- D11.11 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the Contract Administrator with prompt notice thereof, deliver a copy of its proposed response to the Contract Administrator, 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 Contract Administrator in the defense of the demand, if so requested by the Contract Administrator.
- D11.12 The Contractor shall, and shall ensure its Subcontractors, comply with all directives issued by the Contract Administrator with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the Contract Administrator so that the Contract Administrator can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D11.13 The Contractor shall legally bind all employees, agents, 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 and performance of the Work.

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 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.

D13. SAFE WORK PLAN

- D13.1 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 but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D13.2 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, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D13.3 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.

D14. INSURANCE

D14.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$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 \$5,000,000.00.

D14.2 Deductibles shall be borne by the Contractor.

D14.3 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.

D14.4 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.

D14.5 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.

D14.6 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.

D15. CONTRACT SECURITY

D15.1 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 warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the amount of fifteen percent (15%) of the value of the first (1st) 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 amount of fifteen percent (15%) of the value of the first (1st) year of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifteen percent (15%) of the value of the first (1st) year of the Contract Price.

D15.1.1 Bonds are available at:

- (a) Performance Bond <https://www.winnipeg.ca/media/4928/>
 - (i) Performance Bond – Schedule A - Form of Notice <https://www.winnipeg.ca/media/4831/>

- (ii) Performance Bond – Schedule B – Surety’s Acknowledgement
<https://www.winnipeg.ca/media/4832/>
 - (iii) Performance Bond – Schedule C – Surety’s Position
<https://www.winnipeg.ca/media/4833/>
 - (b) Irrevocable Standby Letter of Credit <https://www.winnipeg.ca//media/4931/>
- D15.1.2 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 D15.1.2(b).
- D15.1.3 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.
- D15.1.4 Digital bonds passing the verification process will be treated as original and authentic.
- D15.1.5 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.
- D15.2 The Contractor shall provide the Contract Administrator identified in D6 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.

D16. SUBCONTRACTOR DRIVERS NOT PERMITTED

- D16.1 For the avoidance of doubt, all drivers providing the Services must be employees of the Contractor.

D17. EQUIPMENT LIST

- D17.1 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 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

D18. COMMENCEMENT

- D18.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- D18.2 The Contractor shall not commence any Work until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D12;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14;
 - (v) the contract security specified in D15;
 - (vi) the equipment list specified in D17; and
 - (vii) the direct deposit application form specified in D31.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D18.3 The Contractor shall not commence the Work before the date of award.

D19. TOTAL PERFORMANCE

D19.1 Total Performance is achieved after the last day of Work as specified under this Contract, and after:

- (a) Winnipeg Transit Plus decals and logos have been removed from all vehicles;
- (b) Any equipment issued by The City of Winnipeg to the Contractor has been returned to the City of Winnipeg;
- (c) Any City or customer data held by the Contractor has been destroyed; and
- (d) All stored data from Winnipeg Transit Plus service delivery from all in-vehicle video and audio recording systems, if stored by the contractor either on physical drives or on cloud storage, has been deleted.

D19.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the vehicles used to perform the Work with the Contract Administrator or authorized designate for purposes of verifying Total Performance. Any defects, deficiencies or non-compliance noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator or authorized designate notified so that the vehicles used to perform the Work can be reinspected.

D19.3 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.

D20. SERVICE RECOVERY FEES

D20.1 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.

D20.2 Service Recovery Fees specified in the Contract are hereby agreed upon, fixed and determined by the parties as a reasonable approximation or pre-estimation of the City's actual damages and not as a penalty. Service Recovery Fees will be used to recover the administrative, investigative, and operational costs incurred by the City when the Contractor fails to deliver the specified service standards by means of tiered administrative cost recovery, as outlined in D21 and D22.

D20.3 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.

- D20.4 For Tier 1, Tier 2 and Tier 3 incidents, the City will review all incidents which occurred between the date of the most recent occurrence and the preceding (12) twelve months to determine if the event is a 1st, 2nd, 3rd or 4th and subsequent occurrence, and the Service Recovery Fee will be assessed accordingly. All Service Recovery Fees are assessed directly against the Contractor.
- (a) Infractions resulting from individual driver behaviour will be tracked cumulatively per driver.
 - (b) Infractions resulting from systemic, administrative, or dispatch failures will be tracked cumulatively per Contractor.
- D20.5 The items listed in Table 1 – Service Recovery Categories are not exhaustive. Situations may occur that are not outlined in Table 1 – Service Recovery Categories and the City reserves the right to determine the most appropriate tier for a given incident and to assess a Service Recovery Fee accordingly.
- D20.6 If the Contractor or the Contractor's Driver or employee fails to adhere to the administrative, procedural, operational or other requirements as defined by a Tier 1 Service Recovery Category, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with Table 2 – Service Recovery Costs.
- D20.7 If the Contractor or the Contractor's Driver or employee causes a service disruption, impacts trip performance, or otherwise fails to adhere to the requirements defined by a Tier 2 Service Recovery Category, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with Table 2 – Service Recovery Costs.
- D20.8 If the Contractor or the Contractor's Driver or employee commits a safety, legal, or other critical error as defined by a Tier 3 Service Recovery Category, the Contractor shall be liable for and shall pay the Service Recovery Fees calculated in accordance with Table 2 – Service Recovery Costs.
- D20.9 If the Contractor or the Contractor's Driver or employee commits a safety, legal, or other critical error as defined by a Tier 4 Service Recovery Category, the Contractor shall be liable for and shall pay the immediate flat fee calculated in accordance Table 2 – Service Recovery Costs.
- D20.10 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.
- D20.11 The City may reduce any payment to the Contractor by the amount of any Service Recovery Fees assessed.

D21. TABLE 1 – SERVICE RECOVERY CATEGORIES

Service Recovery Category	Description	Examples
Tier 1 – Administrative & Operational Oversights	Minor administrative or procedural non-compliance with minimal/low impact and risk to safety and service.	<ul style="list-style-type: none"> • Failure of Contractor to submit report following a low or medium risk incident. • Late response from Contractor to customer complaint. • Failure of Contractor's Driver to accurately enter fare or other trip-related data using approved mobile device.

Tier 2 – Service Disruptions	Failures that impact trip performance, customer satisfaction or continuity of service with medium impact and risk to safety and service.	<ul style="list-style-type: none"> • Failure of Contractor to provide a vehicle/driver as scheduled. • Failure of Contractor’s Driver to provide assistance to customer. • Failure of Contractor’s Driver to adhere to schedule and routing resulting in disruptions to scheduled trips and/or on-time performance below 92%.
Tier 3 – Safety and Critical Breaches	Safety, legal and other violations with high impact and risk to safety and service.	<ul style="list-style-type: none"> • Failure of Contractor’s Driver to handle and/or secure customer’s mobility equipment in accordance with defined expectations. • Failure of Contractor’s Driver to ensure all required parties (e.g. mandatory attendant/personal care attendant) are present for trip. • Failure of Contractor’s Driver to be available for work (e.g. Driver’s mobile device offline, Driver ending shift early without authorization, etc.).
Tier 4 – Gross Misconduct & Fraud	Safety, legal and operational breaches with very high impact and risk to safety and service.	<ul style="list-style-type: none"> • Contractor’s Driver using hand-operated electronic device while providing service contrary to <i>The Highway Traffic Act of Manitoba</i>. • Contractor’s Driver harassing a customer or any other person by making comments that demean, humiliate or embarrass, making sexual advances, uttering threats, committing an assault, etc. • Contractor’s Driver accepting a tip or gratuity or failing to accurately report collected fares.

D22. TABLE 2 – SERVICE RECOVERY COSTS

Category	1 st Incident	2 nd Incident	3 rd Incident	4 th and Subsequent Incident
Tier 1	\$100.00	\$150.00	\$200.00	\$250.00
Tier 2	\$250.00	\$350.00	\$500.00	\$750.00
Tier 3	\$500.00	\$750.00	\$1000.00	\$1500.00
Tier 4	\$1500.00	N/A	N/A	N/A

D23. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D23.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D23.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, 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.
- D23.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D23.4 For any delay related to Supply Chain Disruption 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 D23.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D23.5 The Work schedule, including the durations identified in D19 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D23.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

ORGANIZATION OF WORK

D24. JOB MEETINGS

- D24.1 Job meetings will be held on an as-needed basis. 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.
- D24.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D25. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS

- D25.1 Further to B15.4, the Contractor 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.

D26. SAFETY

- D26.1 The Contractor shall be solely responsible for safety during the performance of the Work and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.
- D26.2 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

- (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance; and
- (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;

D27. DEFICIENCIES

D27.1 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.

D28. ORDERS

D28.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D29. RECORDS

D29.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D29.2 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.

D29.3 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.

D30. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

D30.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st 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:

D30.2 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;

D30.3 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)

D30.4 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D30.5 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).

D30.6 Any other information requested by the Contract Administrator.

D30.7 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.

INVOICES & MEASUREMENT AND PAYMENT

D31. PAYMENT

D31.1 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.

D32. PAYMENT SCHEDULE

D32.1 Further to C12, payment shall be in accordance with the following payment schedule at the end of each bi-monthly payment period, based on a Payment Certificate prepared by the Contract Administrator or authorized designate:

- (a) Payment Period 1: 1st to 15th of each month.
- (b) Payment Period 2: 16th to the last day of each month.

D32.2 Payment Certificates will indicate the number of units for each payment item in Form B: Prices and will include any adjustments required or permitted under the Contract.

- (a) For the avoidance of any doubt, payment for units (hours) is calculated based on the driver's authorized start time and end time as monitored by the City's software platform, with unpaid driver break hours subtracted, and including any authorized additional time to complete trips near the end of a defined run block/shift which require time beyond the originally defined end time.

D32.3 Subject to the terms and conditions of the Contract, including without limitation D32.1 and D32.2, payments to the Contractor for the Work will be made for each quantity of the respective Items identified on Form B: Prices.

D32.4 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after the Payment Period.

D32.5 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.

D32.6 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.

D33. ANNUAL REVIEW – INFLATIONARY ADJUSTMENT

D33.1 The unit prices specified on Form B: Prices will be adjusted as of the first (1st) anniversary date of the commencement of the Work, 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".

D33.2 Presuming an anniversary date of August 16, 2027, the inflation rates for "A", "B" and "C" will each be calculated comparing the average of the 12-month period from August of the previous year to July of the current year to the average of the 12-month period of the year prior. For example, to calculate 2027's adjustment, the average from all 3 indexes from August 2026 - July 2027 will be compared against the average from all 3 indexes from August 2025 - July 2026. 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

D33.3 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.

D33.4 For each adjustment made attributable to an increase in Index "A", the Contractor must provide the Contract Administrator with sufficient evidence, upon request, to show that the wages paid to all employees providing Services have been increased by equivalent percentage amounts corresponding to the increase attributable to Index "A", following the increase in the unit prices.

- (a) For the avoidance of doubt, in the event that Index "A" decreases, employee wages shall not be decreased.

WARRANTY

D34. WARRANTY

D34.1 Notwithstanding C13, Warranty does not apply to this Contract.

DISPUTE RESOLUTION

D35. DISPUTE RESOLUTION

D35.1 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 D35.

D35.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D35.3 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 Purchasing Division 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.
- D35.4 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.
- D35.4.1 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.
- D35.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D35.4.3 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.
- D35.4.1 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 D35.4.3, 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

D36. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D36.1 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.
- D36.2 Further to D36.1, in the event that the obligations in D36 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.
- D36.3 For the purposes of D36:
- (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.

D36.4 Modified Insurance Requirements

- D36.4.1 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 subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D36.4.2 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.
- D36.4.3 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.
- D36.4.4 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.
- D36.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D36.5 Indemnification By Contractor

- D36.5.1 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.
- D36.5.2 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.

D36.6 Records Retention and Audits

- D36.6.1 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.

D36.6.2 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 D36.6.1 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.

D36.7 Other Obligations

D36.7.1 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.

D36.7.2 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.

D36.7.3 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.

D36.7.4 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.

D36.7.5 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.

D36.7.6 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.

FORM K: EQUIPMENT
(See D17)

**PROVISION OF NON-DEDICATED ACCESSIBLE TRANSPORTATION SERVICES FOR WINNIPEG
TRANSIT PLUS**

1. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
2. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
3. Category/type:	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
Make/Model/Year: _____	Serial No.: _____
Registered owner: _____	
4. Category/type:	
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 D17)

**PROVISION OF NON-DEDICATED ACCESSIBLE TRANSPORTATION SERVICES 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 Customers schedule trips with Winnipeg Transit Plus within the following operating hours. The Contractor shall provide transportation to customers when required by the City to accommodate all service hours.
- (a) During weekdays (Monday to Friday, excluding statutory holidays):
 - (i) earliest customer pick-up at 06:00;
 - (ii) latest customer pick-up at 00:00.
 - (b) During Saturdays (excluding statutory holidays):
 - (i) earliest customer pick-up at 07:00;
 - (ii) latest customer pick-up at 00:00.
 - (c) During Sundays and statutory holidays:
 - (i) earliest customer pick-up at 08:00;
 - (ii) latest customer pick-up at 22:00.
- E2.2 For the avoidance of doubt, the Contractor shall ensure customers with trips scheduled at the start of operating hours are picked-up on time, and at the end of the operating period, shall complete all remaining trips which are either in-progress or scheduled.
- E2.3 In cases of emergent situations causing delays, such as inclement weather, operating hours will be extended so that all customers onboard a vehicle or waiting for a trip pick-up will be transported 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 provided under this Contract shall start and end within the formal geographic boundaries of the City of Winnipeg.

E4. CUSTOMER ASSIGNMENT

- E4.1 Winnipeg Transit Plus schedules all customer trips (pick-ups and drop-offs) using a software platform. 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 vehicle to another except:
- (a) in the event of a mechanical or similar defect preventing the safe continued operation of the vehicle or,
 - (b) upon request to Winnipeg Transit Plus dispatch, if approved by same.

E4.3 Should Winnipeg Transit Plus transition to a Family of Services delivery model at a future date, circumstances within which customers may transfer between Winnipeg Transit Plus vehicles and conventional Winnipeg Transit vehicles may arise and be permissible without requesting Winnipeg Transit Plus dispatch approval. Winnipeg Transit Plus will provide the Contractor with notice prior to implementing this change.

E5. VEHICLES

E5.1 The Contractor will be required to have a fleet of four (4) vehicles to perform the Work; a maximum of three (3) which may be actively requested to perform the Work at any point in time with one (1) as a spare in reserve, unless exceptional service demands require the use of all four (4) vehicles simultaneously.

E5.2 All proposed vehicles and all associated equipment shall be approved by the Contract Administrator prior to the submission of orders.

E5.3 While performing the Work, the vehicles shall not be engaged in the performance of any other work or the delivery of any other services unrelated to Winnipeg Transit Plus.

(a) The vehicles may be used for the performance of other work or the delivery of other services when not actively performing the Work specified in this Contract.

(b) The use of any smoking and/or vapour products, such as cigarettes, cannabis, e-cigarettes, etc. is prohibited in vehicles at all times, during service and non-service hours.

E5.4 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 the Contract and may result in the assessment of a Service Recovery Fee.

E5.5 When the Contractor replaces any vehicle used for the purposes of this Contract, the replacement vehicle must meet or exceed all minimum requirements defined within this Contract and shall be approved by the Contract Administrator before being used to perform the Work.

E5.6 The Contract Administrator or authorized designate may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.

E5.7 Any vehicles deemed, in the sole discretion of the Contract Administrator, to not be fit for use shall be replaced with an acceptable vehicle.

E5.8 The vehicle fleet composition shall consist of at least one (1) passenger side-entry accessible minivan, at least (1) rear-entry accessible minivan and at least one (1) low-floor passenger side, rear or dual-entry accessible microtransit/minibus style vehicle based on the RAM ProMaster, Ford Transit, or Mercedes-Benz Sprinter platforms, with the remainder of the fleet composition being any of the aforementioned types at the discretion of the Contractor. If a substitution is being requested as per B6, the Proponent will be required to arrange a viewing of the proposed vehicle for consideration by the Contract Administrator.

(a) Vehicles may be used and minimally must be no older than model year 2020 at the time of award of contract, have an odometer reading of less than 200,000 kilometres and meet the definition of Good Commercial Condition under the meaning assigned to it under this Contract.

(b) Examples of acceptable accessible minivans would include converted Toyota Sienna, Honda Odyssey, Dodge or Chrysler Grand Caravan, or Chrysler Pacifica vehicles modified for the transportation of wheelchairs and mobility aids, meeting the specifications defined within this Contract.

(c) Examples of acceptable accessible microtransit/minibus style vehicles would include modified RAM ProMaster, Ford Transit or Mercedes-Benz Sprinter platform vehicles, such as the Community Shuttle 2 (CS-2) manufactured by Creative Carriage Ltd., or the Low

Floor Frontrunner manufactured by Frontrunner Bus Group, or equivalent unibody conversions.

- E5.9 All fleet vehicles provided by the Contractor in the performance of this Contract shall meet the following general specifications.
- (a) The *Motor Vehicle Safety Act* of Canada and associated Regulations.
 - (b) The requirements set out in *The Highway Traffic Act* of Manitoba and associated Regulations, and any updates to the Act or associated Regulations throughout the Contract.
 - (c) CSA/ASC D409:16 (*Reaffirmed 2024*).
 - (d) Be supplied, licensed, maintained, operated and equipped in accordance with all applicable statutes, regulations and legislation of Federal, Provincial and Municipal authorities.
 - (e) Have an exterior body colour of white or similar neutral tone as approved by the Contract Administrator.
 - (f) Each customer seating space shall be forward-facing only and adequate for an adult person of average height and weight to be seated without having to contact a forward, lateral or overhead surface, and shall be equipped with seat belts meeting the requirements of all Municipal, Provincial and Federal legislation and regulations.
 - (i) For the avoidance of any doubt, this applies to seating spaces for both ambulatory as well as non-ambulatory customers.
 - (g) Equipped with a manual or powered ramp or lift capable of supporting a minimum weight capacity of 800 lbs (363 kg) and compliant with Section 9 of CSA/ASC D409:16 (R2024).
 - (i) The ramp or lift must have a minimum clear usable width of 34 inches (863 mm), measured continuously between the interior faces of the raised side edge guards.
 - (ii) In the case of a ramp, the ramp gradient shall conform to the requirements as defined in Section 9 of CSA/ASC D409:16 (R2024).
 - (iii) Ramps or lifts must contain safety feature such as non-slip surfaces and raised edge guards in compliance with Section 9 of CSA/ASC D409:16 (R2024).
 - (h) Equipped with a fully charged and secured fire extinguisher onboard that meets the requirements of Section 6.13 of CSA/ASC D409:16 (R2024).
 - (i) Equipped with a first aid kit onboard that complies with the requirements of Section 6.12 of CSA/ASC D409:16 (R2024).
 - (j) Equipped with a heating/air conditioning/ventilation system to ensure passenger safety and comfort during all seasons of Winnipeg's climate throughout the entire passenger cabin, meeting the minimum heating requirements of Section 6.11 of CSA/ASC D409:16 (R2024).
 - (k) From October 1st to April 30th annually, 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) of the *Motor Vehicle Safety Act* of Canada. No substitutions will be accepted without Contract Administrator approval.
 - (l) Equipped with a Machine Vision/Artificial Intelligence-enabled driver safety solution capable of detecting and alerting distracted driving behaviours such as unlawful use of hand-operated electronic devices, lack of seat belt use, etc. accessible by authorized City of Winnipeg staff, as approved by the Contract Administrator, and for which the Contractor is responsible for all hardware, installation, operating, maintenance and software licensing/dashboard access costs.
 - (i) An example of an acceptable solution would be the Lytx DriveCam.
 - (m) Equipped with one (1) video and audio recording system for the purposes of monitoring service delivery and investigating incidents and accidents.
 - (i) All system equipment and installation costs shall be the responsibility of the Contractor.

- (ii) The exact type and specifications of the system shall be approved by the Contract Administrator upon award of Contract and shall consist of the hardware specific to each vehicle type as described in E5.10 and E5.11.
- (iii) The system shall be installed by Winnipeg Transit or by a third-party installer, as directed and approved by the Contract Administrator.
- (iv) The location(s) of any camera(s) shall allow for the maximal/optimal capture of customer/driver/traffic/etc. activity, and the location(s) of all equipment to be installed shall be directed and approved by the Contract Administrator.
- (v) The Contractor shall ensure systems are operating at all times and must immediately identify any defective or malfunctioning units for repair or replacement. Further, the Contractor must immediately notify the Contract Administrator upon the discovery of any defective or malfunctioning equipment.
- (vi) Inspection, repair and replacement costs of the system shall be the responsibility of the Contractor.
- (vii) The data storage drive of the DVR is the sole property of the City and shall remain locked at all times and shall only be accessed by the Contract Administrator or authorized designate. Failure to return data storage drives at the end of the Contract term will result in withholding of Contract Security.
- (n) Equipped with decals notifying customers of audio and video recording provided by the City and displayed in the interior and on the exterior of each vehicle, in locations specified by the Contract Administrator.
 - (i) Decals will be provided to the Contractor at no additional costs, however, any costs associated with decals installation or maintenance are the sole responsibility of the Contractor.
- (o) Equipped with a manufacturer installed remote starter.
 - (i) If the Contractor wishes to install an aftermarket remote starter or utilize a vehicle already equipped with an aftermarket remote starter, the proposed make and model shall be submitted to the Contract Administrator for approval.
- (p) Equipped with a 5G-enabled mobile device (e.g. tablet) for the purposes of operating the Winnipeg Transit Plus driver app software for receiving and processing customer trip and fare information and related functions.
 - (i) Each mobile device shall be of a name-brand manufacturer (e.g. Apple, Samsung).
 - (ii) Each mobile device shall run on either the iOS or Android mobile operating systems and shall be capable of running at minimum iOS version 15.6 or Android 11.
 - (iii) Each mobile device shall be capable of Global Positioning System (GPS) based navigation.
 - (iv) Each mobile device shall be equipped with a minimum of 4GB of RAM.
 - (v) Each mobile device shall have a minimum screen size of 8 inches and a maximum no greater than 11 inches.
 - (vi) The Contractor shall propose the mobile device model and specifications, as well as number of devices they intend to use to perform the Work for approval by the Contract Administrator.
 - (vii) The Contractor shall ensure they retain a sufficient number of spare mobile devices in reserve for contingencies (i.e. mobile device failure).
 - (viii) The Contractor will configure their mobile devices with a wireless carrier with sufficient coverage in Winnipeg. The wireless data plan must be configured with sufficient speed, capacity and data usage to perform the Work, and must be compatible with relevant modern standards (5G, 4G LTE).
 - (i) It is estimated that each mobile device may use up to ten (10) gigabytes (GB) per month. The Contractor is responsible for all charges relating to the required mobile devices.
- (q) Equipped with a mount capable of securely holding the type of mobile device selected by the Contractor to be used by their drivers, in a manner which allows the driver appropriate

- and lawful visual and physical access to control the device, but which does not interfere with safe operation of the vehicle.
- (i) An example of an acceptable mount would be the RAM X-Grip Tablet Mount with No-Drill Universal Base (RAM-VB-196-UN9).
 - (ii) The Contractor must receive approval from the Contract Administrator for their proposed mobile device mounts and the location of same.
- (r) Equipped with chargers suitable to ensure that the Contractor's selected mobile devices can be charged while Work is being performed without impacting the safe operation of the vehicle.
- (s) Equipped with exterior and interior decals as specified by the Contract Administrator or authorized designate, for the purposes of identifying the vehicle as an authorized Winnipeg Transit Plus vehicle, identifying the Contractor's company name, identifying the vehicle with a unique vehicle number assigned by the Contract Administrator and any other necessary decals (such as National Safety Code numbers). The Contractor is responsible for all costs associated with decal installation and maintenance.
- (i) In the case of non-dedicated service delivery, decals may be magnetic/removeable, in order for the vehicle to be used for alternative purposes when not actively performing the Work.
 - (ii) Any vehicle decals or other items bearing any official logo of the City shall be removed and destroyed or returned to the City upon expiration of the Contract, or at any time a vehicle is removed from permanent service and will no longer be used to perform the Work, and the Contractor shall provide proof to the Contract Administrator of removal and destruction or return.
- (t) Equipped with:
- (i) Two (2) Q'Straint belt cutters, mounted in easily accessible locations.
 - (ii) A minimum of one (1) Q'Straint scooter tie down kit for the securement of mobility scooters.
 - (iii) A dedicated Q'Straint floor retractor storage pouch or storage system, capable of safely stowing all required retractors for the type of vehicle.
 - (iv) Four (4) Q'Straint blue webbing loops.
 - (i) Note this item will be provided by the Contract Administrator or designate.
- (u) Equipped with all of the following per each designated wheelchair/scooter securement location:
- (i) Four (4) Q'Straint QRT 360 retractors (e.g. Slide & Click or L-Track compatible, matching the vehicle's floor anchors).
 - (ii) One (1) Q'Straint retractable lap and shoulder belt combination, featuring a retractable height adjuster, for the purposes of occupant securement for those travelling in mobility equipment, such as a wheelchair.
 - (iii) One (1) 12" Q'Straint lap belt extension (M/F buckle style).
 - (iv) One (1) 20" Q'Straint lap belt extension (M/F buckle style).
- (v) Equipped with an electronics compartment or alternate suitable location which does not impede passenger access or space, for the purposes of installing audio/video hardware and related equipment.
- (w) Equipped with a walker/ambulatory mobility equipment storage location which does not impede passenger access or space, capable of safely securing at minimum two (2) standard style folded walkers during vehicle operations.
- (x) The Contractor must retain a spare key/keyless entry fob for each vehicle in their fleet, to be delivered to the Contractor's driver if required.
- E5.10 In the case of an accessible minivan, the vehicles shall further meet the following specifications.
- (a) Further to E5.9(m), be equipped with minimally one (1) audio capturing device (either built-in to internal camera(s) or discrete), one (1) forward-facing internal camera to capture road footage and one (1) internal camera.

- (b) Equipped with Original Equipment Manufacturer (OEM) factory passenger seating, which:
 - (i) is treated with a commercial-grade, fluid-repellant fabric coating (e.g. Scotchgard or similar); and
 - (ii) is equipped with commercial-grade, high-contrast headrest-mounted grab handles for passenger accessibility.
- (c) Equipped with:
 - (i) in the case of a side-entry minivan, at minimum (1) forward-facing wheelchair/scooter securement location and at minimum three (3) forward-facing ambulatory seats; or
 - (ii) in the case of a rear-entry minivan, up to two (2) wheelchair/scooter securement locations, allowing for usage of both spots in tandem, OR one (1) wheelchair/scooter securement location and at minimum three (3) forward-facing ambulatory seats.
- (d) Equipped with, for each ambulatory seating location, a seat-belt extender of the maximum length available.
 - (i) Seat-belt extenders shall be original, genuine parts sourced directly from the OEM of the vehicle, specifically designed for use in the relevant vehicle type.
 - (ii) Where seat-belt extenders are not offered by the OEM for the vehicle type, the proposed aftermarket extenders must be of suitable commercial grade and quality to ensure passenger safety and shall be reviewed and approved by the Contract Administrator.

E5.11 In the case of an accessible microtransit/minibus vehicle, the vehicles shall further meet the following specifications.

- (a) Further to E5.9(m), be equipped with minimally one (1) audio capturing device (either built-in to internal camera(s) or discrete), one (1) forward-facing internal camera to capture road footage, one (1) internal camera, one (1) rear-facing external camera on the front driver's side of the vehicle and one (1) forward-facing external camera on the rear passenger's side of the vehicle.
- (b) Equipped with commercial transit passenger seats which:
 - (i) are a minimum of 19 inches in cushion width,
 - (ii) have a minimum structural weight rating of 500 lbs (226 kg),
 - (iii) have molded, energy-absorbing grab handles at the top of each seat, securely attached to the frame structure,
 - (iv) have an adjustable aisle-side armrest capable of being moved upwards to facilitate accessible boarding;
 - (v) are upholstered in a commercial-grade, fluid-impermeable and/or antimicrobial transit material, or in the case of cloth upholstery, treated with a commercial-grade, fluid-repellant fabric coating (e.g. Scotchgard or similar); and
 - (vi) feature maximum available cushioning for passenger comfort.
- (c) Equipped with at minimum two (2) forward-facing wheelchair/scooter securement locations and at minimum four (4) forward-facing ambulatory seats, two (2) of which must be side-by-side, allowing for a maximum vehicle occupancy of up to six-total combined passengers.
- (d) Equipped with a minimum of two (2) 12 inch three-point seat-belt extenders and a minimum of two (2) 12 inch two-point seat-belt extensions of suitable commercial grade and quality to ensure passenger safety (e.g. manufactured by Freedman Seating or similar).
 - (i) The proposed seat-belt extenders shall be reviewed and approved by the Contract Administrator.
- (e) Equipped with ceiling-mounted grab bars and standee straps.
- (f) Where the vehicle is a dual or rear-entry style, equipped with rear door grab bars and modesty panels.

- (g) Equipped with low-level aisle lighting sufficient to illuminate the floor pathway between seats.
- E5.12 The Contractor shall arrange for each vehicle in their fleet to be inspected at minimum once every six (6) months at a provincially registered vehicle inspection station to ensure the vehicle meets basic standards for operation in Manitoba in accordance with applicable legislation.
- (a) For light vehicles under 4,500 kg, the Contractor must obtain a Manitoba Certificate of Inspection (colloquially known as a “safety”).
 - (b) For vehicles exceeding the specified Gross Vehicle Weight Rating (GVWR) or other specifications such as passenger capacity thresholds as defined by provincial legislation, the Contractor must obtain a Periodic Mandatory Vehicle Inspection (PMVI) certificate.
 - (c) Any defects discovered as a result of the inspection process must be repaired by a Qualified Mechanic before the vehicle is returned to service.
 - (i) The City reserves the right to request documented proof of the mechanic’s certifications at any time; failure to provide such proof may result in the vehicle being suspended from performing the Work.
- E5.13 Further to E5.12, and concurrent with the six-month provincial inspection cycle, the Contractor must conduct and document a comprehensive preventative maintenance inspection of all accessibility equipment. This includes, but is not limited to, the physical and/or electrical operation of lifts and/or ramps, the structural integrity of floor securement anchor points, and the condition of the four-point mobility device tie-downs and occupant lap/shoulder belts, ensuring ongoing compliance with the requirements as defined by CSA/ASC D409:16 (R2024).
- (a) Any defects discovered as a result of the inspection process must be repaired by a Qualified Mechanic or Mobility Equipment Technician, or the defective equipment repaired or replaced in accordance with manufacturer’s specifications, before the vehicle is returned to service.
 - (i) The City reserves the right to request documented proof of the mechanic or mobility equipment technician’s certifications at any time; failure to provide such proof may result in the vehicle being suspended from performing the Work.
- E5.14 A copy of each vehicle’s provincial inspection certificate, accessibility equipment inspection, and documentation demonstrating correction of any defects must be submitted to the Contract Administrator or designate no later than five (5) business days after the inspection is completed. Failure to complete inspections or submit associated documentation as defined may result in the assessment of a Service Recovery Fee and/or suspension of Work.
- E5.15 The City reserves the right to require the Contractor to obtain a specialized vehicle inspection, outside of the inspection cycles defined in this Contract, when deemed necessary by the Contract Administrator or authorized designate to assist in the resolution of a customer complaint, concern regarding vehicle safety or accessibility, or related matter, at an inspection station specified by the City. The Contractor shall be responsible for all associated inspection costs.
- E5.16 The Contractor shall ensure that all vehicles used to perform the Work are maintained in a safe, sanitary and clean condition at all times, to the satisfaction of the Contract Administrator or authorized designate. To meet this standard, the Contractor must adhere to the following objective requirements. Failure to do so may result in the assessment of a Service Recovery Fee and/or suspension of Work.
- (a) All vehicle decals and required identifiers, windows, mirrors, headlights, taillights, and external camera lenses must be kept clear of dirt, mud, snow, and ice to ensure maximum visibility and safety.
 - (b) The passenger cabin must be cleaned by sweeping, vacuuming, etc. to be free of visible floor debris, surface dust, garbage, trip hazards and other loose debris at the start of every driver’s shift.

- (c) The passenger cabin must be kept free of strong, offensive odours, including but not limited to cigarette smoke, cannabis, heavy colognes, or strong artificial air fresheners which may impact passengers with scent sensitivities.
- (d) Lift/ramp surfaces and floor securement anchor points must be kept meticulously clear of dirt, rocks, ice, and salt build-up.
- (e) In the event of a biohazard incident (e.g. vomit, blood, urine, feces) in the passenger cabin, the Contractor must immediately remove the vehicle from the Work and notify Winnipeg Transit Plus dispatch. The vehicle shall not return to performing the Work until it has been thoroughly sanitized and detailed by the Contractor, in accordance with minimum standard commercial biohazard protocols:
 - (i) The driver or cleaning personnel must utilize appropriate Personal Protective Equipment (PPE), including disposable gloves.
 - (ii) The affected area must be cleaned and disinfected using a Health Canada-approved, hospital-grade germicidal/virucidal surface disinfectant. Standard household surface cleaners or deodorizers are not acceptable substitutes.
 - (iii) All contaminated waste (e.g. soiled paper towels, PPE) must be securely bagged and disposed of in accordance with prevailing provincial workplace safety and health and any other relevant legislative requirements.
 - (iv) The Contract Administrator or authorized designate reserves the right to request proof of the specific sanitizing agents and biohazard cleaning protocols used by the Contractor to ensure compliance.

E6. CONTRACTOR'S DRIVERS, EMPLOYEES AND TRAINING

- E6.1 The Contractor shall establish a pool of qualified Drivers and supporting employees to perform the Work.
- (a) This includes, but is not limited to, ensuring a contact person/direct dispatch supervisor to act as the first line of contact to assist in the resolution of Driver concerns, in addition to appropriate staffing to respond to vehicle breakdowns, manage employee-employer relations including but not limited to performance management with Drivers, maintain the vehicle fleet, etc.
- E6.2 Drivers employed by the Contractor for Work under this Contract shall:
- (a) possess a valid Manitoba driver's licence for the class of vehicle to be operated, as required by Provincial legislation and regulations;
 - (b) produce a copy of their valid Manitoba driver's license in addition to a driver's abstract dated within the past month from Manitoba Public Insurance before commencement of Work under this contract;
 - (c) possess a functional ability to communicate in the English language, including the ability to pass a functional reading and writing language assessment as administered by the City;
 - (d) possess the cognitive alertness and functional physical capacity required to perform the Work, including the ability to safely operate a motor vehicle, to physically maneuver and secure mobility devices such as wheelchairs and walkers, and to provide light physical assistance to customers;
 - (e) have current security clearance as described in PART F.
- E6.3 Documents required to be produced by Drivers, including but not limited to those described in E6.2, shall be collected and reviewed by the Contractor, and subsequently transmitted to the Contract Administrator or authorized designate for review.
- E6.4 Drivers employed by the Contractor for Work under this Contract must successfully complete a training program conducted by the City before commencement of Work and in order to be authorized to perform the Work and receive a Winnipeg Transit Plus driver identification card. The following applies to training program events hosted by the City:

- (a) all parameters of training, including but not limited to the number of Drivers attending and overall class size, times and dates of hosted training events, length of training and method of training delivery will be at the sole discretion of the City and may be adjusted from time-to-time;
 - (b) a non-refundable fee of \$287.00 per driver for a three-day course, as determined and adjusted at the City's discretion, will be charged and is payable in advance, to cover the City's costs in providing training. Note that the cost is adjusted annually to account for inflationary increases; and
 - (c) tests in Winnipeg Transit Plus policies and equipment securement, a functional ability to speak and read English, and physical abilities relating to the Work will be conducted.
- E6.5 Every three (3) years, in order to remain authorized to perform the Work and to be issued a renewed Winnipeg Transit Plus driver identification card, a driver must, to the satisfaction of the Contract Administrator or authorized designate:
- (a) complete a refresher orientation and training course as described herein;
 - (b) submit to their Contractor, for review by the City, a current police information check with vulnerable sector search ("criminal record check") from an authorized law enforcement agency, adult and child abuse registry checks from the Province of Manitoba, a driver's abstract from Manitoba Public Insurance, and a copy of the driver's valid Manitoba driver's licence for the class of vehicle to be operated. Documents provided shall be no older than one (1) month.
- E6.6 The City may, at any time, require refresher training of a driver employed by the Contractor to improve performance. The refresher training will be provided by the City and the established fee will be charged to the Contractor.
- E6.7 The Contractor shall be aware that their Drivers, at all times during the performance of the Work, are required to:
- (a) produce a valid Manitoba driver's licence for inspection upon request of a Winnipeg Transit Plus Inspector;
 - (b) produce valid vehicle registration and insurance documents for inspection upon request of a Winnipeg Transit Plus Inspector;
 - (c) be sober and free from the influence of any substances which may impair their ability to safely operate a motor vehicle, including but not limited to alcohol, cannabis, and prescription and non-prescription drugs;
 - (d) refrain from the consumption of and ensure that customers refrain from the consumption of any smoking and/or vapour products, such as cigarettes, cannabis, e-cigarettes, etc.;
 - (e) be alert and well rested at all times while operating the vehicle;
 - (f) be polite, courteous and considerate to the public at all times;
 - (g) be well groomed and professionally attired with their Winnipeg Transit Plus identification card visible at all times;
 - (h) have good working knowledge of the location of streets and major landmarks in the City of Winnipeg;
 - (i) wear a high visibility safety vest at all times;
 - (j) refrain from wearing sandals or open toe shoes;
 - (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) follow and comply with all Municipal, Provincial and Federal legislation and regulations while performing the Work, including but not limited to *The Highway Traffic Act of Manitoba*.

E6.8 The Contract Administrator or their authorized designate has the right to require the Contractor remove Drivers from service when, in the opinion of the Contract Administrator or their authorized designate, it is in the best interests of passenger safety or quality of service, or failure to comply with specified regulations, policies and/or procedures.

- (a) Further to E6.8, the Contractor shall inform Drivers who have been removed from Winnipeg Transit Plus service that they may undertake, for appeal of the decision, an interview with the Contractor's company Manager, and submission of a formal written request for appeal submitted to the Contract Administrator or their authorized designate, containing a statement of facts, any remedial training completed by the Driver, and rationale for requesting reinstatement.
- (b) At the discretion of the Contract Administrator or their authorized designate, an interview with the Driver, the Contractor's company, and the Contract Administrator or their authorized designate may be held.

E6.9 The Contractor shall ensure that all of its Drivers are legally bound to the privacy and information requirements as described in D37.10 prior to delivering the Services.

E6.10 For the avoidance of doubt, it is explicitly acknowledged that the Drivers are employees of the Contractor. The City is not the employer of any Driver, nor does the City have any contractual relationship directly with any Drivers. The City does not set work hours or scheduling for any individual Driver.

E7. RESOURCE SCHEDULING AND TRIP DATA

E7.1 All customer trip requests will be received and scheduled by the City, and the City will determine required resources from the Contractor to perform the Work.

- (a) The City accepts pre-booked trips from customers for the upcoming seven (7) calendar days ("booking window").
- (b) The City reserves the right to alter the customer booking window and associated scheduling practices at any time during the term of the Contract.

E7.2 The City will provide the Contractor's drivers with their schedule/manifest, including trip requests and scheduled breaks, via their mobile devices, using a software platform selected by the City in their sole discretion.

- (a) The City currently uses the Spare Mobility Operations Platform.
- (b) The software platform will deliver pertinent information to the Contractor's drivers, including but not limited to customer name, pick-up and drop-off locations, etc.
- (c) Drivers will be notified of any trip changes (such as cancellations) during the day via the mobile devices.

E7.3 To accommodate the City's advanced customer booking window and ensure accurate geographic routing and customer trip scheduling within the software platform, the Contractor must adhere to the following resource scheduling/roster submission requirements.

- (a) The City shall make reasonable efforts to advise the Contractor of upcoming Winnipeg Transit Plus service demands with notice for resources required for the upcoming full booking window of Work.
 - (i) While the City will provide regular service assignments in advance of the upcoming booking window whenever possible, the Contractor must be capable of responding to same-day or urgent service requests in situations of unanticipated high demand, unexpected disruptions to service from other service providers, inclement weather or other disruptions.
 - (i) For short-notice supplemental run blocks, the City will make reasonable efforts to provide a minimum of twenty four (24) hours notice.
 - (ii) For same-day or urgent requests, the Contractor shall make reasonable efforts to accept the Work and deploy resources within two (2) hours notice or less.

- (b) For any City-requested run blocks (i.e. vehicle/driver shifts) for the upcoming booking window, the Contractor must assign a specific vehicle, driver, and the exact geographic start location and end location (e.g. driver's home address or Contractor's depot). This complete scheduling/roster data must be submitted to the City no later than 2 p.m., nine (9) calendar days prior to the scheduled date of service (e.g. 2 p.m. on Monday for service scheduled on Wednesday of the following week).
 - (i) Upon the 2 p.m. deadline, the submitted start location, end location, and the continuous duration of the requested run block are strictly locked to allow the City to open the service day for customer bookings.
 - (ii) The Contractor shall not split a continuous, City-requested run block between multiple drivers or vehicles (e.g. splitting a 12-hour block into two 6-hour shifts) without prior authorization from the Contract Administrator.
 - (i) In the case where the Contract Administrator authorizes a split shift/driver changeover during a run block, the changeover must take place within the City of Winnipeg, and where practicable, the shift changeover shall take place near the core of the City of Winnipeg or adjacent to medical facilities or other busy service delivery locations as prescribed by the Contractor Administrator.
 - (iii) The Contractor shall not alter the geographic start or end location of a scheduled vehicle after the nine (9) calendar day deadline.
 - (c) The City recognizes that the Contractor operates a non-dedicated fleet and may require personnel or vehicle substitutions after the nine (9) calendar day deadline due to illness or operational contingencies. The Contractor may substitute a compliant vehicle or driver after the deadline, subject to the following constraints.
 - (i) The substituted driver/vehicle must assume the exact schedule, start/end times, and geographic start and end locations of the originally locked run block.
 - (ii) If the substitute driver originates from a different geographic location (e.g. a different take-home address), it is the Contractor's sole responsibility and financial liability to "deadhead" the vehicle, so it is physically positioned at the originally locked start location.
 - (d) The Contractor shall ensure that drivers scheduled to meet the stated service demands of Winnipeg Transit Plus are available to start their run block at the time prescribed by Winnipeg Transit Plus.
 - (e) The geographic start and end locations for each scheduled driver must be within the formal geographical boundaries of the City of Winnipeg.
 - (f) Travel time from a driver's geographic start location to their first trip pick-up at the start of a run block, as well as travel time from the final pick-up to the driver's destination address at the completion of a run block shall be considered as paid vehicle service hours.
 - (g) Any pre-scheduled customer trips that are unassigned, dropped, delayed or otherwise unable to be fulfilled as a direct result of the Contractor's failure to honour the defined scheduling/roster submission requirements may result in the assessment of a Service Recovery Fee. Further the City reserves the right to dispatch an alternate service provider to complete the trip, and the Contractor shall be liable for the associated costs.
- E7.4 The Contractor and their drivers must strictly follow the routing and scheduling sequence generated by the City's software platform.
- (a) Drivers must ensure their mobile device is connected and actively transmitting data at all times while performing the Work.
 - (b) Drivers must immediately report to their Contractor and/or Winnipeg Transit Plus dispatch if they encounter an unanticipated operational blocker that may adversely impact on-time performance, such as a physical road closure preventing access to a location.
- E7.5 The City utilizes defined pick-up windows for customer trips. At times, the Contractor's drivers may be routed to a pick-up location earlier than the scheduled start of the customer's pick-up window.

- (a) If a driver arrives before the start of the customer's pick-up window, they must wait in accordance with defined Winnipeg Transit Plus procedures and shall not pressure, rush or otherwise coerce the customer to board the vehicle before the customer's scheduled pick-up window.
- (b) A driver may only depart the location early if the scheduled customer is fully ready, voluntarily boards the vehicle, and is safely secured.

E8. FARE COLLECTION

- E8.1 The Contractor's drivers shall collect and report fares from customers consistent with prevailing Winnipeg Transit fare policy, which may be updated by the City from time-to-time.
- (a) Fare reporting shall be conducted using the driver's mobile device and/or a fare validator provided by the City.
 - (b) The Contractor shall ensure each driver is provided with a secure receptacle to collect physical fare products, such as cash, tickets and tokens.
 - (i) In the case of cash fares, drivers are not required to provide change for cash fares and shall not be required to carry a cash float, as only exact cash fares are accepted.
 - (c) The Contractor's drivers shall provide collected physical fare products to the Contractor's designated representative on a routine basis.
- E8.2 The Contractor's drivers shall under no circumstances collect or attempt to collect any payment in excess of the prescribed fare, nor shall drivers accept any tip or gratuity from a customer.
- E8.3 The Contractor shall deliver all physical fare products deemed necessary to deliver to the City by the Contract Administrator, in the form that they were collected to the City, at the frequency and to the location and time, with any requested documentation, as specified by the Contract Administrator.
- E8.4 The Contractor shall be responsible for all physical fare products collected until delivered to and accepted by the City, and the collected physical fare products are the property of the City unless otherwise authorized by the Contract Administrator.

E9. SERVICE EXPECTATIONS

- E9.1 The Contractor's drivers must, for each trip, and in addition to all training and other operational information provided by the City:
- (a) make their presence visually and audibly known to customers they are picking up by calling their name at public buildings (apartments, malls, hospitals, etc.) from inside the outermost accessible door or by knocking/ringing the doorbell at personal residences;
 - (b) in the event a customer cannot be located at a pick-up, follow the prevailing Winnipeg Transit Plus "no-show" policy, including waiting at the pick-up location for a pre-determined amount of time, and subsequently requesting approval from Winnipeg Transit Plus dispatch staff to depart the location;
 - (c) assist the customer from inside an accessible building entrance door into the vehicle;
 - (d) ensure that the customer uses the appropriate occupant securement device (i.e. seat-belt) and offer to assist with securing it;
 - (e) in the case of a customer being transported while remaining seated in a wheelchair, ensure that the wheelchair is secured;
 - (f) ensure all customer mobility equipment is safely secured;
 - (g) wear the vehicle seatbelt while driving;
 - (h) transport the customer to the scheduled destination;
 - (i) adjust vehicle cabin temperature at the request of a customer(s);

- (j) assist the customer from the vehicle to just inside an accessible building's outer most accessible door;
 - (k) have a spare key/keyless entry fob for the vehicle they are operating on their person at all times, to ensure entry into the vehicle is possible if a key/keyless entry fob is lost or accidentally locked in the vehicle;
 - (l) ensure that keys/keyless entry fobs are not left in a running and unattended vehicle when leaving the vehicle;
 - (i) if weather conditions require the vehicle to remain running, drivers must turn off the vehicle, remove the key/keyless entry fob from the vehicle and restart the vehicle with the remote starter.
 - (m) close the door of the vehicle when leaving to assist a customer(s);
 - (n) not stop to put fuel in the vehicle when a customer(s) is onboard;
 - (o) not make a personal stop when a customer(s) is onboard;
 - (p) not alter the scheduled destination of a trip without approval from Winnipeg Transit Plus dispatch staff;
 - (q) not transport a customer(s) if the trip details provided indicate that the customer may only travel with a mandatory attendant, and the attendant is not present to accompany the customer(s) on the trip;
 - (r) not transport a customer if the customer is attempting to travel with mobility equipment or medical devices which cannot be safely secured or stowed, or in any other circumstances where a passenger comfort or safety risk is present.
- E9.2 Further to E9.1, the Contractor's drivers shall provide service as specified in the Winnipeg Transit Plus training program pursuant to E6 and all applicable service bulletins and additional information issued to the Contractor during the period of this Contract, all of which are expressly incorporated by reference into this Contract.
- E9.3 The Contractor's drivers shall, at the start and end of each run block/shift, complete a pre-trip and post-trip inspection of their vehicle, respectively, in a manner authorized or prescribed by the Contract Administrator. Failure to do so may result in the assessment of a Service Recovery Fee.
- E9.4 In the event of a vehicle breakdown while a passenger is on board, the Contractor must immediately notify Winnipeg Transit Plus dispatch. The Contractor shall dispatch a replacement vehicle to rescue the passenger within forty-five (45) minutes of the initial breakdown.
- (a) If the Contractor cannot meet this timeframe, the City reserves the right to dispatch an alternate service provider to complete the trip, and the Contractor shall be liable for the associated costs in addition to applicable Tier 3 Service Recovery Fees.
- E9.5 In the event of a vehicle breakdown with no passengers on board, the Contractor must immediately notify Winnipeg Transit Plus dispatch. The Contractor shall provide a spare vehicle to resume the scheduled block of Work within two (2) hours of the initial breakdown.
- (a) If the Contractor does not or cannot deploy a replacement vehicle within two (2) hours, a Tier 2 Service Recovery Fee for shall be applied for each subsequent hour the shift remains uncovered.
- E9.6 The Contractor's drivers may have a hand-operated electronic device, such as a mobile phone, for the purpose of contacting the Contractor for assistance or instruction, in addition to the mobile devices required under this Contract.
- E9.7 While using any hand-operated electronic device during the performance of this Contract, drivers must obey all requirements of *The Highway Traffic Act of Manitoba* and all related regulations and the following requirements of this Contract. Drivers:
- (a) shall have their hand-operated electronic device on vibrate or silent when transporting a customer(s);

- (b) shall not make personal calls (whether hand held or hands free), or listen to or view personal voicemail, email or other electronic messages at any time when a customer is onboard;
- (c) shall use a hand-operated electronic device when a customer is onboard only:
 - (i) for communicating with the Contractor or Winnipeg Transit Plus dispatch staff 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* of Manitoba and all relevant regulations.
- (d) shall when a customer is not onboard, only make and receive phone calls fully in compliance with *The Highway Traffic Act* of Manitoba and all relevant regulations.
- (e) shall listen or view voicemail, email, or electronic messages from Winnipeg Transit Plus dispatch staff 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* of Manitoba and all relevant regulations.

E9.8 Drivers failing to comply with the requirements contained herein may result in the Contractor being charged a Service Recovery Fee and/or removal of a Contractor’s driver from performance of the Work.

E10. SERVICE AND FLEET MONITORING

E10.1 The Contractor must ensure they have appropriate internal staffing to monitor and respond to service issues at all times while the Work is being performed by their drivers, inclusive of evenings, weekends and statutory holidays.

E10.2 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 or their authorized designate.

E10.3 The Contractor shall cooperate with City staff in the implementation of any procedure or policy changes that may result in increased productivity and efficiency associated with the service.

E11. CUSTOMER COMPLAINTS AND INCIDENTS

E11.1 The City will provide the Contractor with notice of any customer complaint regarding the Contractor, and the Contractor shall be responsible for investigating the incident as requested by the City, which may include but is not limited to conducting driver interviews.

E11.2 The Contractor shall, within two (2) regular business days of receipt of notice of any complaint (unless an alternate timeframe is requested or authorized), respond in writing to the Contract Administrator or their authorized designate identifying:

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

E11.3 The Contractor shall be responsible for reporting operational incidents to the City.

- (a) In the event of a critical operational incident, such as an event that compromises the immediate safety of a passenger, driver, or the public, or significantly disrupts the Work

(e.g. a motor vehicle collision, passenger injury or medical event, physical altercation or assault, biohazard event, etc.), the Contractor shall;

- (i) notify Winnipeg Transit Plus dispatch staff immediately or as soon as it is safe to do so to begin coordination of a replacement vehicle/driver and facilitate other required responses;
 - (ii) submit a comprehensive, formal, written incident report to the Contract Administrator or authorized designate no later than twenty-four (24) hours following the incident.
- (b) In the event of a minor operational incident, such as an event that does not immediately threaten safety but impacts customer experience or vehicle integrity (e.g. minor property or vehicle damage occurring with no customers onboard), the Contractor shall;
- (i) submit a comprehensive, formal, written incident report to the Contract Administrator or authorized designate no later than the end of the next business day following the event.

E11.4 If the Contractor does not or cannot respond to a complaint or fails to report an incident, a Service Recovery Fee may be assessed.

E11.5 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. SUSPENSION OF WORK

E12.1 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.

E12.2 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.

E13. ESTIMATED QUANTITIES

E13.1 The estimated quantity of work is as stated on Form B: Prices.

- (a) Table 1 demonstrates the estimated maximum distribution of runs for the Work. There is no minimum as the Work is done on an as required basis.
 - (i) Estimated maximum daily hours reflect paid work time and are not inclusive of time allotted for minimum break requirements in accordance with *The Employment Standards Code of Manitoba*.
 - (ii) All run block/shift start and end times are flexible and are determined based on service demand, and as such may change on a regular basis. Hours of work may vary and may include split or partial shifts, as is the nature of non-dedicated/overflow service.
 - (i) For example, a twelve (12) hour paid run block (which includes two thirty (3) minute unpaid breaks), may be scheduled from 9:30 a.m. to 10:30 p.m.
 - (iii) Based on historical data, it is estimated that each vehicle may travel approximately 18 kilometers per paid service hour.

Table 1

Day Type	Number of Scheduled Vehicles	Number of Run Blocks/Shifts	Maximum Total Daily Hours
Weekday (Monday to Friday)	3	4	33
Weekend (Saturday/Sunday) & Statutory Holidays	3	3	26

PART F - SECURITY CLEARANCE

F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence.
- 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 will be working with vulnerable persons of all ages and genders/sexes while performing work as a Winnipeg Transit Plus driver.
- 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 Bidder/Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than thirty (30) days prior to submission of documents for evaluation by the City, 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.
- F1.8 Each individual proposed to perform the following portions of the Work:
- (a) serving as a Winnipeg Transit Plus driver for the Contractor.
- shall be required to obtain an Adult and a Child Abuse Registry check from the Manitoba Adult and Child Abuse Registry.
- F1.9 Prior to the award of Contact, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Bidder/Contractor shall supply the Contract Administrator with a satisfactory *Adult and Child Abuse Registry Self-Check – Information and Results* obtained not earlier than thirty (30) days prior to submission of documents for evaluation by the City, or a certified true copy thereof, for each individual proposed to perform such Work.
- F1.10 Any individual for whom an Adult and a Child Abuse Registry result is not provided, or for whom an Adult and/or a Child Abuse Registry result indicates the subject is listed on the Manitoba Adult and Child Abuse Registry, will not be permitted to perform any Work specified in F1.8.
- F1.11 Any Adult and Child Abuse Registry result obtained thereby will be deemed valid for the duration of the Contract subject to a repeated Child Abuse Registry check as hereinafter specified.

F1.12 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 Adult and an updated Child Abuse Registry check. Any individual who fails to provide a satisfactory Adult and Child Abuse Registry result as a result of a repeated Adult and Child Abuse Registry check will not be permitted to continue to perform any Work specified in F1.8.