



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 550-2008

**PROVISION OF CONSULTANT SERVICES FOR THE UPDATE OF TRANSIT FARE
COLLECTION SYSTEMS AND TECHNOLOGY**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 PROVISION OF CONSULTANT SERVICES FOR THE UPDATE OF TRANSIT FARE COLLECTION SYSTEMS AND TECHNOLOGY

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 29, 2008.
- B2.2 Proposal Submissions determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.
- B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

- B3.1 All enquiries shall be directed to the Contract Administrator identified in D3.
- B3.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall notify the Contract Administrator of the error, discrepancy or omission, or request a clarification as to the meaning or intent of the provision 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 Bidders 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 Bidder who made the enquiry.
- B3.5 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

- B4.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B4.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

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.
- B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B5.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Branch internet site for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B5.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal Submissions consist of the following components:

- (a) Form A: Proposal; (Section A)
- (b) Experience and Qualifications of Bidder; (Section B)
- (c) Project Approach/Methodology; (Section C)
- (d) Fees. (Section D)

B6.2 Submissions should be made in the prescribed format with the content set out below.

B6.3 Bidders should submit **one (1) original** and **four (4) paper copies**.

- (a) Each requirement should be addressed in a separate section clearly marked with the corresponding letter;
- (b) Each section should contain no more than **10 pages** (standard 8.5"x11"), using a printing font with a 12 pitch. The 10 pages include all graphics.
 - (i) Resumes of team members may be included as an appendix, not included in the 10 pages.

B6.4 All components of the Proposal Submission shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly to constitute a responsive Proposal.

B6.5 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B6.6 Proposal Submissions submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.7 Proposal Submissions shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Branch
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B6.8 Bidders are advised that inclusion of terms and conditions inconsistent with the RFQ document will be evaluated in accordance with B16.1(a).

B7. PROPOSAL (SECTION A)

B7.1 The Bidder shall complete Form A: Proposal, making all required entries.

B7.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

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

- (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves on a single Form A: Proposal in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal shall be printed below such signatures.
- B7.4.2 All signatures shall be original and shall be witnessed except where a corporate seal has been affixed.
- B7.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal Submission and the Contract, when awarded, shall be both joint and several.

B8. EXPERIENCE AND QUALIFICATIONS OF BIDDER (SECTION B)

- B8.1 Further to B6.1(b), the Bidder shall submit information for the City to evaluate their experience as an advisor in Transit Fare Collection Systems and Technology. This information should include the following:
- (a) a corporate profile of the Bidder including description of the history of the firm and years in business;
 - (b) an overview of similar previous assignments over the past five (5) years, comparable in size and complexity to the work listed in D6.4, and any other information pertinent to the requirements set out in E1.2 Scope of Work;
 - (c) an overall project organization chart of your proposed team members for the City's contract, identifying each position by title, the role of each position, and specifying which individuals are committed to each position, including subcontractors, if any;
 - (d) a summary of previous experience and expertise of each individual proposed to work on this Contract, including a description of the scope of their work within the projects of a similar nature and scope;
 - (e) a brief description of how the Bidder has transferred knowledge of the processes to other customers in the course of consulting;
 - (f) three (3) references for recent projects similar in size, scope and value for customers in North America, preferably Canada. Each reference shall consist of a company name, contact name, email address, phone number and a brief description of the project and value.
 - (i) For additional references, where the projects were not similar in size, scope and value, provide the details of the scope of each contract.

- B8.2 Reference checks will not be restricted to only those submitted by the Bidder, and may include organizations representing persons companies or individuals known to have done business with the Bidder.
- B8.3 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business;
 - (b) be financially capable of carrying out the terms of the Contract;
 - (c) have all the necessary experience, capital, and organization to perform the Work in strict accordance with the terms and provisions of the Contract.
- B8.4 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City (a list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>).
- B8.5 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program if required pursuant to The Workplace Safety and Health Act (Manitoba).
- B8.6 The Bidder shall be prepared to submit, within three (3) Business Days of a request by the Contract Administrator, additional proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9. PROJECT APPROACH/METHODOLOGY (SECTION C)

- B9.1 Further to B6.1(c) the Bidder shall submit information for the City to evaluate if the Bidder has an established approach/methodology which outlines the Bidder's philosophy and approach to the project based on a firm understanding of the project goals, methodology and scope for projects of similar nature and complexity, and indicate how this knowledge would be applied to the Work of this Contract as described in E1.2 Scope of Work.
- B9.2 The information should include:
- (a) Bidders approach to understanding risks during the installation, operating, life-cycle and financing phases of a project;
 - (b) a brief description of how the Bidder anticipates transferring knowledge of the processes to City staff during the term of the Contract.

B10. FEES (SECTION D)

- B10.1 The Bidder shall state a lump sum price in Canadian funds for the Work of this Contract and should include the following information:
- (a) hourly rates, in Canadian funds, broken down by individual team members included in B8.1(c), for the Work identified in this RFP;
 - (b) an estimate of the portion of Work (percent of time) that will be assigned to each team member engaged on the City's Contract;

- (c) estimated disbursements, including travel and accommodation costs;
- (d) proposed schedule of payments.

B10.1.1 Notwithstanding C11, prices indicated 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.

B11. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B11.1 Proposal Submissions will not be opened publicly.

B11.2 After award of Contract, the name(s) of the successful Bidder(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Branch internet site at <http://www.winnipeg.ca/matmgt>.

B11.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal Submission may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE OFFER

B12.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B12.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B13. WITHDRAWAL OF OFFERS

B13.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B13.1.1 Notwithstanding C22.7, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials shall:

- (a) retain the Proposal Submission until after the Submission Deadline has elapsed;
- (b) open the Proposal Submission to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Proposal withdrawn.

B13.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. INTERVIEWS

B14.1 Short listed Bidders will be required to make a presentation to the City's evaluation team during the evaluation process.

B15. NEGOTIATIONS

B15.1 The City reserves the right to negotiate details of the Contract with any Bidders. Bidders are advised to present their best offer, not a starting point for negotiations in their proposal submission.

B15.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B15.3 If, in the course of negotiations, the Bidder amends or modifies a proposal after the Submission Deadline, the City may consider the amended proposal as an alternative to the proposal already submitted without releasing the Bidder for the proposal as originally submitted.

B16. EVALUATION OF PROPOSALS

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

- (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviations therefrom; (pass/fail)
- (b) experience and qualifications of the Bidder and the Subcontractors, if any, pursuant to B8; 40%
- (c) Project Approach/Methodology; 40%
- (d) Fees. 20%

B16.2 Further to B16.1(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 if the interests of the City so require.

B16.3 Further to B16.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal Submission or in other information required to be submitted, that he is responsible and qualified. Proposal Submissions will be evaluated to assess if the Bidder specializes in advising on Fare Collection Systems and Technology projects in the areas of expertise required in this RFP. The reference contacts will be interviewed by the City.

B16.4 Further to B16.1(c), the Project Approach/Methodology will be evaluated by considering the Bidders understanding of the RFP and its requirements and their approach to Fare Collection Systems and Technology projects.

B16.5 Further to B16.1(d), the Fees will be evaluated considering the makeup of the team members, their time proposed to the team, and the fees stated for each team member and other fees and disbursements submitted.

B17. AWARD OF CONTRACT

B17.1 The City will give notice of the award of the Contract by way of a letter of intent, or will give notice that no award will be made.

- B17.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B17.2.1 Without limiting the generality of B17.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) only one Proposal is received; or
 - (d) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B17.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B17.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C1.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.

C1.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division internet site at http://www.winnipeg.ca/matmgt/gen_cond.stm.

C1.2 A reference in the 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*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Contractor shall provide the City with consultant services and expertise in the technology, procurement, operation and management of fare collection systems for bus-based transit (including Bus Rapid Transit). The Contractor will assist the City in defining, developing and assessing alternative strategies in fare policy and collection systems, assessing business opportunities related to advanced electronic fare payment systems and developing an implementation plan to update fare collection systems between 2009 and 2011. The objectives of the project to replace Winnipeg Transit's fare collection systems are as follows:

- Update Winnipeg Transit's fare collection hardware and processes in the most cost effective manner that meets its current and future business objectives;
- Enhance fare choice and convenience for customers;
- Reduce the use of cash fares and the costs associated with handling cash;
- Improve the dispensing and control of transfers under the existing "Power Hour" transfer policy
- Reduce the potential for fare disputes;
- Reduce fare evasion and fraud;
- Improve the security of the fare collection hardware and cash handling processes;
- Minimize the cost of maintaining and operating fare collection hardware and software;
- Implement electronic fare payment technology at the appropriate time considering the state of development and standardization of that technology and the potential for wider application for non-transit uses.

D2.1.1 The type and quantity of Work to be performed under this Contract shall be as authorized by the Contract Administrator.

D2.2 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.

D2.2.1 The City shall pay the Contractor for the services rendered by the Contractor up to the effective date of the termination.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Tony Dreolini, P. Eng.
Manager of Plant and Equipment
City of Winnipeg Transit Department
421 Osborne St.
Winnipeg, MB R3L 2A2
Telephone No. (204) 986-5774
Facsimile No. (204) 453-7385
Email: tdreolini@winnipeg.ca

D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4.2 Unless otherwise agreed and confirmed in writing, all materials, including but not limited to programs, reports, notes, maps, drawings, photographs, data, forms and other records that may be prepared by the Contractor in connection with the Services under this Contract or as a deliverable under this Contract, shall be the property of the City and copyright therein shall vest in the City.

D4.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D5. PROVISION OF NO CONFLICT

D5.1 During the term of the Contract, the Contractor must not engage in, or provide to any other person or company or entity, any service or act which would be reasonably perceived to be in conflict with the interest of the City in respect of the services being provided by the Contractor to the City. The City shall be the sole judge of any conflict or perceived conflict.

D6. BACKGROUND

D6.1 Winnipeg Transit's existing fare collection system includes mechanical fareboxes manufactured by the Cleveland Farebox Company over sixty years ago. These fareboxes are still reliable but have not been manufactured for decades and replacement parts are generally not available. In addition to this, the design restricts the types of fare payment options and media that can be supported.

D6.2 In January, 2007, Winnipeg City Council approved the 2007 Capital Budget that included an amount of \$2 million to begin the first stage of a project to replace Transit's existing manual fare collection system with an automated fare collection system. The City's 2009 to 2011 Capital Forecast also includes a further \$8.5 million for the implementation of advanced electronic fare collection technology.

D6.3 The Fare Collection System Project is expected to be completed in two steps. The initial step includes the replacement of the existing fareboxes and the introduction of automated transfer dispensing technology. The second step includes the introduction of automated fare payment technology that would permit greater use of prepaid fares, accommodate a more innovative fare structure, improve the efficiency of processing fares, reduce the incidence of fraud and provide improved reporting. The second step is expected to begin in 2010.

D6.4 The total budget for this consulting assignment is \$100,000 including all taxes.

D7. ABOUT WINNIPEG TRANSIT

- D7.1 Winnipeg is an important Canadian city, and the capital of the province of Manitoba. Located in Western Canada, Winnipeg plays a prominent role in transportation, finance, manufacturing, agriculture and education. It is known as the “Gateway to the West” and is located near the geographic centre of North America.
- D7.2 Winnipeg is the province's largest city with a population of 650,000. This represents an increase of 23,000 people since 1998. Historically, Winnipeg had modest population growth in the late 1980's, no population growth in the 1990's and renewed population growth since the late 1990's.
- D7.3 The climate in Winnipeg is very extreme with temperatures averaging below freezing from mid-November through much of March. Cold weather and snow often extend into April. Summers are typically warm with average temperatures above 25 °C.
- D7.4 Winnipeg Transit is a department of the City of Winnipeg, with status as a utility operation, responsible for the provision of regular, para-transit, and chartered/special event transit services within the municipal boundaries. Winnipeg Transit serves an area of 420 sq. km.
- D7.5 Winnipeg Transit operates on a 24/7 basis with a total staff complement of approximately 1380 people consisting of 950 bus operators, 240 maintenance and treasury staff, 100 supervisor and professional staff and 90 clerical and administration staff.
- D7.6 Winnipeg Transit's infrastructure includes approximately 535 diesel buses, 65 support vehicles, 5,000 bus stops, 12 terminals serving major activity centres (shopping centres, universities, hospitals) and 900 shelters. Two major operating and maintenance facilities are operated by Winnipeg Transit. Fort Rouge Garage houses Winnipeg Transit's head office, primary heavy overhaul and repair shop, parts inventory, vehicle servicing facilities and vehicle storage for 410 buses. North Garage includes light maintenance, dispatch, vehicle servicing and vehicle storage facilities for 125 buses. Winnipeg Transit also operates other services including a contracted para-transit service and a Treasury function responsible for distributing passes and tickets to retail outlets and collecting, counting and depositing cash fares from Transit operations. The Treasury operation is located in leased space in the downtown at a site external to the two operating garages.
- D7.7 Winnipeg Transit's total annual ridership is approximately 41,000,000 with weekday ridership of approximately 140,000. Weekday peak service occurs between 15:30 and 18:30 with over 450 buses in service and 55,000 boardings.
- D7.8 Winnipeg Transit's current fare policy is based on a flat rate for a full cash fare with discounts available for eligible groups (youths 5 to 16, high school students with identification, post secondary students with identification and seniors with identification) or for volume purchases through tickets or passes. The overall fare policy and periodic fare adjustments are proposed by Winnipeg Transit but must be approved by City Council. The current fare structure is as follows:

• Full Fare Cash	\$2.25
• Full Fare Tickets (10)	\$19.50
• Full Fare Monthly Pass	\$71.25
• Full Fare 7 Day Pass (M to S)	\$19.50
• Full Fare 5 Day Pass (M to F)	\$17.50
• Reduced Fare Cash	\$1.75
• Reduced Fare Ticket (10)	\$13.50
• Reduced Fare Monthly Pass	\$48.15
• Reduced Fare Weekly Pass	\$13.50
• Senior Fare Cash	\$1.75
• Senior Fare Tickets (10)	\$9.70
• Senior Fare Monthly Pass	\$35.65
• Senior Fare Weekly Pass	\$9.75

- Post Secondary Student Monthly Pass \$57.00

D7.9 Winnipeg Transit's fare policy includes the provision for the passenger to receive a transfer on fare payment. A transfer allows the passenger unlimited access service on any regular bus route for a period of approximately 60 minutes.

D7.10 Winnipeg Transit's total passenger revenue is approximately \$56.8 million per year. The revenue from each source and the distribution of fares paid from each source is shown below.

Fare Source	Revenue	Distribution
• Cash Fares	31.0%	22%
• Full Fare Ticket	19.2%	14%
• Full Fare Monthly Pass	18.0%	22%
• Full Fare 7 Day Pass	5.8%	6%
• Full Fare 5 Day Pass	5.1%	5%
• Post Secondary Monthly Pass	7.2%	11%
• Reduced Ticket	5.5%	6%
• Reduced Monthly Pass	3.4%	5%
• Reduced 7 Day Pass	1.8%	3%
• Senior Ticket	1.6%	2%
• Senior Monthly Pass	1.4%	3%
• Senior 7 Day Pass	<1%	<1%

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 The Contractor shall provide and maintain:

- (a) Commercial General Liability Insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability, contingent employers liability (if not otherwise covered) and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) Professional Liability Insurance or Errors and Omissions Liability Insurance in the amount of at least one quarter million dollars (\$250,000.00) per claim and one half million dollars (\$500,000.00) aggregate to remain in place at all times during the performance of the Work and one year after completion date;
- (c) If required, Automobile Liability Insurance for owned automobiles used for or in connection with the project in the amount of at least two million dollars (\$2,000,000.00) at all times during the performance of the Work.

D9.2 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.

D9.3 All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg.

- D9.4 The Contractor shall provide the Contract Administrator with certificates of insurance of all applicable insurance policies at least two (2) Business Days prior to the commencement of any Work, but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D9.5 The City of Winnipeg reserves the right to request and obtain certified copies of all insurance policies at any time during the course of the contract.
- D9.6 The Contractor shall be responsible for the payment of all premiums and deductible amounts relating to the insurance policies, and the Contractor shall maintain the insurance from the date of this Contract until Total Performance.

D10. SECURITY CLEARANCE

- D10.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Criminal Record Search Certificate from the police service having jurisdiction at his place of residence.
- D10.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Criminal Record Search Certificate obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- D10.3 Any individual for whom a Criminal Record Search Certificate is not provided, or for whom a Criminal Record Search Certificate indicates any convictions or pending charges related to property offences or crimes against another person, will not be permitted to perform any Work.
- D10.4 Any Criminal Record Search Certificate obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- D10.5 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated criminal records search. Any individual who fails to provide a satisfactory Criminal Record Search Certificate as a result of a repeated criminal records search will not be permitted to continue to perform any Work.
- D10.6 During the Contract, and dependent on the level of Work required, enhanced security clearances may be required on request of the Contract Administrator.

SCHEDULE OF WORK

D11. COMMENCEMENT

- D11.1 The Contractor shall not commence any Work until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
- D11.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence that the Contractor is 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;
 - (ii) evidence of the insurance specified in D9;
 - (iii) the security clearances specified in D10, except as may be otherwise authorized by the Contract Administrator.

PART E - SPECIFICATIONS

GENERAL

E1. GENERAL

- E1.1 These specifications shall apply to the Work.
- E1.2 The major components of the consulting Work and required delivery time schedules are as follows:
- (a) Phase 1, Task 1 – Review and assess Winnipeg Transit's current fare collection policies, payment systems, processes and hardware.
 - (b) Phase 1, Task 2 - Review and assess fare collection policies, payment systems, processes and hardware in use at other major bus-based transit properties;
 - (c) Phase1, Task 3 – Review and assess emerging fare collection policies, payment systems, processes and hardware;
 - (d) Phase 1, Task 4 – Develop a range of alternative strategies to update Winnipeg Transit's fare collection policies, payment systems, processes and hardware, including an evaluation of expected initial and ongoing costs, how each alternative meets Transit's business objectives, potential risks involved in implementing each alternative, potential for future enhancements using electronic fare payment technology. This task is to include consideration of on-board fare collection systems for buses providing traditional on-street service and of off-board fare collection systems that may be required at major stops/stations of planned Bus Rapid Transit (BRT) corridors.
 - (e) Deliver Phase 1 Report – five (5) months following award of contract;
 - (f) Phase 2, Task 1 – Facilitate an evaluation of the alternative strategies to update Winnipeg Transit's fare collection systems and to assist in the selection of the strategy that best meets Winnipeg Transit's requirements;
 - (g) Phase 2, Task 2 – Develop a detailed implementation plan to update Winnipeg Transit's fare collection system while maintaining the ability to collect and process fares without interruption. The implementation plan must consider constraints including, but not limited to, the availability of project funding and cash flows, the lead times associated with the City's procurement process, hardware installation issues, the design and implementation of infrastructure changes to accommodate updated hardware and processes, staff training issues, public education issues, transition issues from the current fare collection system to the selected system;
 - (h) Phase 2, Task 3 – Develop specifications and evaluation criteria that will form the basis of the request(s) for proposal for the stages of the fare collection system upgrade project;
 - (i) Deliver Phase 2 Specifications – four (4) months following the delivery of the Phase 1 report;
 - (j) Phase 3, Task 1 – Assist Winnipeg Transit in responding to inquiries and assessing requests for deviations from the specifications during the period that bid opportunities are open, assist with the selection of the most advantageous proposal resulting from the public solicitation process, document the results of the evaluation of bids;
 - (k) Deliver Phase 3 Evaluation of Bids Report – one (1) month following the submission deadline;
- E1.3 The Contractor shall maintain proper and accurate accounts and records shall be maintained by the Contractor with respect to the Project.
- E1.4 The Contractor shall ensure that all applicable labour, environmental, privacy and human rights legislation shall be complied with.