



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 449-2018**

**PROVISION OF HANDI-TRANSIT SERVICES**

**Note to Proponents: Please be aware of revisions to B16.3**

## TABLE OF CONTENTS

### PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form B: Prices	4

### PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Proponents' Conference	1
B4. Enquiries	1
B5. Confidentiality	1
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Prices	4
B11. Price adjustment mechanism	5
B12. Disclosure	5
B13. Qualification	5
B14. Business Plan	6
B15. References	6
B16. Opening of Proposals and Release of Information	7
B17. Irrevocable Offer	7
B18. Withdrawal of Offers	7
B19. Interviews	8
B20. Negotiations	8
B21. Evaluation of Proposals	8
B22. Award of Contract	9

### PART C - GENERAL CONDITIONS

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

### PART D - SUPPLEMENTAL CONDITIONS

#### General

D1. General Conditions	1
D2. Scope of Services	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Contractor's Supervisor	2
D6. Ownership of Information, Confidentiality and Non Disclosure	3
D7. Notices	3

#### Submissions

D8. Authority to Carry on Business	3
D9. Safe Work Plan	3
D10. Insurance	3
D11. Records	4
D12. Performance Security	4
D13. Subcontractor List	5
D14. Equipment	5
D15. Commencement	5
D16. The Workplace Safety and Health Act (Manitoba) – Qualifications	5
D17. Safety	5
D18. Employee Behaviour and Supervision	6

#### Measurement and Payment

D19. Invoices	6
D20. Payment	6

Form H1: Performance Bond	8
Form H2: Irrevocable Standby Letter of Credit	10
Form J: Subcontractor List	12
Form K: Equipment	13

## **PART E - SPECIFICATIONS**

### **General**

E1. Applicable Specifications	1
E2. Operating Hours	1
E3. Service Area	1
E4. Background	1
E5. Vehicles	1
E6. Drivers	4
E7. Passenger Assignment	6
E8. Fares	6
E9. Passenger Service	6
E10. Scheduling	7
E11. Documentation	8
E12. Service Monitoring	8
E13. Customer Complaints	9
E14. Suspension of Work	9
E15. Estimated Quantities	9

## **PART F - SECURITY CLEARANCE**

F1. Security Clearance	1
------------------------	---

## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 PROVISION OF HANDI-TRANSIT SERVICES

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 15, 2018.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. PROPONENTS' CONFERENCE**

B3.1 The Contract Administrator will hold a Proponents' conference at 414 Osborne from 10:00 am to 10:30 am on May 28, 2018.

B3.2 The Proponent shall not be entitled to rely on any information or interpretation received at the Proponents' conference unless that information or interpretation is provided by the Contract Administrator in writing.

### **B4. ENQUIRIES**

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

B4.2 If the 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.

B4.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

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

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

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

### **B5. CONFIDENTIALITY**

B5.1 Information provided to a 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.

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

## **B6. ADDENDA**

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

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.3 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B7. SUBSTITUTES**

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

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

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The 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 Substantial Performance and Total Performance;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Substantial Performance and Total Performance.

B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B21.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

## **B8. PROPOSAL SUBMISSION**

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
  - (b) Form B: Prices;
  - (c) Business Plan B14;
  - (d) References B15.
- B8.2 Further to B8.1 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.
- B8.3 Proponents should submit one (1) **unbound** 8.5” x 11” original (marked “original”) and (1) copy (copies can be in any size format) for the sections identified in B8.1.
- B8.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B21.
- B8.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
  - Corporate Finance Department
  - Materials Management Division
  - 185 King Street, Main Floor
  - Winnipeg MB R3B 1J1
- B8.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B9. PROPOSAL**

- B9.1 The Proponent shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
  - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
  - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
  - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 12 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
  - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
  - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
  - (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 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.

## **B10. PRICES**

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C11.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 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.
- B10.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B11. PRICE ADJUSTMENT MECHANISM**

- B11.1 Prices shall be fixed for the duration of the Contract except that:
- B11.2 The prices for year one (1) of the Contract will be start on Form B: Prices and will be in effect until December 31, 2019.
- B11.3 Notwithstanding C.7.3 the prices for year two (2), year three (3), year four (4), year five (5), will be adjusted by the percentage change in the Statistics Canada Consumer Prices Index for Transportation for Manitoba from the previous year applied to (15%) of the unit price. The unit price adjustment will be effective on January 01, 2020 and every year after that.  
(<http://www40.statcan.gc.ca/101/cst01/cpis01h-eng.htm>)
- B11.4 If there is a percentage decrease in Statistics Canada Consumer Price Index for Transportation for Manitoba from the previous year, the City of Winnipeg will adjust fifteen (15%) of the unit price downward for that upcoming year. All price adjustment calculations will be rounded to the nearest hundredth of a dollar. (\$0.0001).
- B11.5 The Contract Administrator shall notify the Contractor in writing of the changes in Unit Prices, based on B11.3 or B11.4 within ten (10) Calendar Days of the Unit Price taking effect.

## **B12. DISCLOSURE**

- B12.1 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.
- B12.2 The Persons are:

## **B13. QUALIFICATION**

- B13.1 The Proponent shall:
- 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
  - be financially capable of carrying out the terms of the Contract; and
  - have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- have successfully carried out work similar in nature, scope and value to the Work; and
  - be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
  - have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);



- (d) upon request of the Contract Administrator , provide the Security Clearances in accordance with PART F -

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

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

B13.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B13.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

#### **B14. BUSINESS PLAN**

B14.1 The Bidder shall submit a Business Plan which outlines "start-up" plans if appropriate, operational plans, financial plans, and accurately represents the Work for which the Proponent is submitting including but not limited to a consideration of the following matters where applicable:

- (a) Management and organization structure of the Proponent including the roles and responsibilities of the staff who will have management and supervisory positions with regard to the Contract,
- (b) Personnel data on key executives including resumes outlining relevant business experience and any other information that indicates the necessary skills.
- (c) Financial Information to include driver wages, fuel costs, maintenance and insurance costs; vehicle costs or payments, and expected profit for each year of the contract
- (d) Operating Plan; and

B14.2 Proposed Implementation Plan

#### **B15. REFERENCES**

B15.1 The Bidder shall submit References which will include the following, three (3) references from past clients including:

- (a) length of contract;
- (b) contract value;
- (c) contract name; and

(d) telephone number.

B15.2 References will be evaluated on issues such as complaints, unsafe vehicle operation and poor vehicle condition. If an existing contractor with Handi-Transit, points will be deducted for issues such as complaints, unsafe vehicle operation and poor vehicle condition, etc

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

B16.1 Proposals will not be opened publicly.

B16.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent and their address(es) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B16.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).

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

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

## **B17. IRREVOCABLE OFFER**

B17.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B17.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

## **B18. WITHDRAWAL OF OFFERS**

B18.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B18.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B18.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B18.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 12 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B18.1.3(b), declare the Proposal withdrawn.

B18.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B17.2 shall be liable for such damages as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

## **B19. INTERVIEWS**

B19.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

## **B20. NEGOTIATIONS**

B20.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B20.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B20.3 If, in the course of negotiations pursuant to B20.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

## **B21. EVALUATION OF PROPOSALS**

B21.1 Award of the Contract shall be based on the following evaluation criteria:

- |  |             |
|--|-------------|
| (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: | (pass/fail) |
| (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13:                                 | (pass/fail) |
| (c) Total Bid Price  | 65%         |
| (d) Business Plan  | 25%         |
| (e) Reference  | 10%         |

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 responsible and qualified.

B21.4 Further to B21.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B21.5 Further to B21.1(d) the business plan will be evaluated based on the information provided in the Proposal or in other information required to be submitted and will be evaluated upon completeness and reasonableness of the plan. If a business plan does not achieve a score of fifteen (15) points or greater it will not be further evaluated.

- B21.6 Further to B21.1(e) references will be evaluated based upon a standards format of questions that will be asked of all references. Reference checks will not be restricted not be restricted to only those submitted by the Proponent, and may include organizations representing persons with disabilities the Handi-Transit Policy Advisory Committee, companies or individuals known to have done business with the Proponent. Points will be allocated for the following general criteria:
- (a) Positive recommendation based on experience with the Proponent in the type of work described herein, cleanliness of vehicles, driver behaviour and schedule adherence. Points will be deducted for issues such as complaints, unsafe vehicle operation and poor vehicle condition etc. If an existing Handi-Transit Contractor, their overall complaint/compliment record will be reviewed and positive points assessed (added/deducted) based on performance.
- B21.7 This Contract will be awarded in sections: Section A and Section B as identified on Form B: Prices.
- B21.8 Notwithstanding B10 the Proponent may, but is not required to, bid on both Sections.
- B21.9 Notwithstanding , the City shall not be obligate to award any section to the responsible Proponent submitting the most advantageous offer for that section and shall have the right to choose the alternative which is in the its best interests. If the Proponent has not bid on both sections, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of a section upon which he has not bid.
- B21.10 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.

## **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 responsible and 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 responsible and qualified Proponent submitting the most advantageous offer.
- B22.4 It is the City's desire to have multiple Contractors involved in the Work. The city therefore may only award one (1) section a Proponent which may mean Proponents not deemed by the evaluation criteria to have the highest rating may be awarded a section.
- B22.5 In the event that a Proponent which does not have the highest rating is awarded a section of this contract pursuant to B21.1(a) or B21.1(b) and that Proponent's Bid Price is greater than the Bid Price of the highest rated Proponent, then the City may negotiate with the Proponent with

the second highest rating to determine whether its Bid Price can be reduced, but not to an amount less than the Bid Price of the highest rated Proponent.

- B22.6 The City desires to have multiple Contractors provide the Work. Therefore the City will not award the contract if, at the sole discretion of the Contract Administrator, award of a section of the Contract to a Proponent will cause one Contractor to be responsible for more of the Work than is reasonable risk for the City. This may mean Proponents not deemed by the evaluation criteria to have the highest rating may be awarded a section of this Contract.
- B22.6.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at [http://www.winnipeg.ca/matmgt/gen\\_cond.stm](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.

D1.1 In addition to the *General Conditions*, these Supplemental Conditions are applicable to the Work of the Contract.

#### D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of public transportation for persons with physical and cognitive disabilities or legally blind for the period of December 16, 2018 to December 31, 2025.

D2.2 If the contract start date is delayed through no fault of the Contractor the Contract period will be five (5) years from the actual start dates of the Work

D2.3 The major components of the Work are as follows:

- (a) Providing transportation for persons with disabilities who require assistance to/from and into/out of the vehicle who travel in a wheelchair or scooter but can transfer to the seat of a vehicle without accessible vehicle
- (b) Providing transportation for persons with disabilities who require assistance to/from and into/out of the vehicle who use a wheelchair or scooter but can transfer to the seat of a vehicle without assistance, and
- (c) Providing transportation for persons with disabilities who require assistance to/from and into/out of the vehicle who are ambulatory and may use a mobility device such as a cane or walk

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

D2.5 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and or Users.

D2.6 Subject to C7.2 the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.7 Notwithstanding D2.3 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 damage on the ground of loss of anticipated profit on Work

#### D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) “**Proponent**” means any Person or Persons submitting a Proposal for Services;
- (b) “**Accessible Building Entrance Door<sup>^</sup>**” means a door at a building’s accessibly entrance, unless otherwise approved by the Supervisor of Handi-Transit Operations
- (c) “**Ambulatory**” means a person with a disability able to walk with or without assistance but who does not use a wheelchair or scooter;
- (d) “**Budget**” means the annual budget of the City for the Provision of Handi-Transit Services which includes the supplementary “Service” to be provided;

- (e) "**Cancellation**" means a scheduled trip cancelled with notification to the Contractor, by telephone or electronically.
- (f) "**Contract**" means the combined documents consisting of the Request for Big package and any documents and drawings referred to and incorporate therein together with any submissions required to be made by the Contractor after aware, and all amendments to the forgoing;
- (g) "**Dispatch**" means a person employed by the City who dispatches vehicles to meet the schedule requirements of the City;
- (h) "**Handi-Transit Vehicle**" means a light to medium duty low floor, right passenger side-entry, wheelchair accessible minibus, ARBOC Spirit of Freedom, that is 24 feet in length with a 165" inch wheelbase meeting or exceeding the CAN/CSA-D409-02 (Reaffirmed 2007) Standards, fully crash tested to meet Canadian Motor Vehicles Safety Standards (CMVSS) and the requirements set out in the regulations of the Manitoba Highway Traffic Act ( and any update to this Act) throughout the Contract
- (i) "**No Show**" means a scheduled trip cancelled *without* telephone notification to the Handi-Transit Contact Centre outside of the time frame outline in the "No Show Policy"
- (j) "**Passenger Trip**" means one (1) passenger transported from origin point to a destination point. In the case of a route request with one(1) or more intermediate destinations, each stage of the route shall be a "Passenger Trip"
- (k) "**Run**" means one (1) vehicle scheduled and available for or performing the Work for one (1) day;
- (l) "**Service Recovery Fee**" means the cost of providing the service thru any means deemed appropriate by the Contract Administrator. The amount of this fee will be based on the direct costs incurred by the City to monitor or provide service when a contractor is not fulfilling their responsibilities in accordance with the service specifications in the Contract;
- (m) "**Statutory Holiday**" means a statutory holidays as observed by the City except Easter Monday
- (n) "**Vehicle Hour**" means one (1) vehicle scheduled and available for the Work for one (1) hour;

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

D4.1 The Contract Administrator is:

Josie Fernandes  
Manager of Client Services Division  
Telephone No. 204-986-5329  
Email Address: [jfernandes@winnipeg.ca](mailto:jfernandes@winnipeg.ca)

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 Bids Submissions must be submitted to the address in B8.

#### **D5. CONTRACTOR'S SUPERVISOR**

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his/her employ.

D5.2 Before commencement of Work, the Contractor shall identify his/her designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.



D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

## **D6. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE**

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

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

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

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

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

## **D7. NOTICES**

D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

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

## **SUBMISSIONS**

### **D8. AUTHORITY TO CARRY ON BUSINESS**

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

### **D9. SAFE WORK PLAN**

D9.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.

D9.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

### **D10. INSURANCE**

D10.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such

liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;

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

D10.2 Deductibles shall be borne by the Contractor.

D10.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C0.1 for the return of the executed Contract.

D10.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D10.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## **D11. RECORDS**

D11.1 The Contractor shall keep detailed records of the services supplied under the contract.

D11.2 The contract 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 service provided
- (e) Amount of fare collected

## **D12. PERFORMANCE SECURITY**

D12.1 The Contractor shall provide and maintain performance 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 form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of fifty percent (50%) of the Contract Price; or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of fifty percent (50%) of the Contract Price; or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of fifty percent (50%) of the Contract Price.
- (d) Proponents will have the option of either providing the necessary Performance Security or having the required equivalent withheld by the City from their Contract Payments. If Performance Security is not provided, and the Proponent has requested in writing to have amounts withheld, a fifteen (15%) withholding for the value of the first year of the contract will be made from all payments to the Contractor until the amount required has been accumulated. A letter of direction in this regard is required from the Proponent prior to beginning the Work.

D12.1.1 Where the performance 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 performance security.

D12.2 The Contractor shall provide the City Solicitor with the required performance security within seven (7) Calendar Days of notification of the award and prior to the commencement of any Work on the Site.

### **D13. SUBCONTRACTOR LIST**

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

### **D14. EQUIPMENT**

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List)

### **D15. COMMENCEMENT**

D15.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D15.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
  - (i) evidence of authority to carry on business specified in D8;
  - (ii) evidence of the workers compensation coverage specified in C6.14;
  - (iii) the Safe Work Plan specified in D9;
  - (iv) evidence of the insurance specified in D10;
  - (v) the performance security specified in D12;
  - (vi) the Subcontractor list specified in D13; and
  - (vii) the equipment list specified in D14;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

### **D16. THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA) – QUALIFICATIONS**

D16.1 Further to B13.4, the Contractor/Subcontractor must, throughout the term of the Contract, have a Workplace Safety and Health Program meeting the requirements of The Workplace Safety and Health Act (Manitoba). At any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require updated proof of compliance, as set out in B13.4.

### **D17. SAFETY**

D17.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

D17.2 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.

D17.3 The Contractor shall do whatever is necessary to ensure that:

- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;

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

#### **D18. EMPLOYEE BEHAVIOUR AND SUPERVISION**

- D18.1 The Contractor shall provide adequate supervision of its employees and shall ensure that all such employees conduct themselves in a manner appropriate to people and shall without limitation ensure that employees;
- (a) Behave in a courteous and polite manner (no profanity or excess noise) to City staff and registrants
  - (b) Obey all posted safety rules
  - (c) Use their own telephones or cellular telephones necessary for on- site communication
- D18.2 The Contractor and his employee are prohibited from entering the premises of any location other than to perform the Work of this contract unless accompanied by City staff. No one other than the Contractor and his driver or helper shall be allowed on City of Winnipeg owned property.

#### **MEASUREMENT AND PAYMENT**

##### **D19. INVOICES**

- D19.1 Further to C11, the Contractor shall submit an invoice for each portion of work performed to:

The City of Winnipeg  
Client Services Division (Handi-Transit)  
Administrative Clerk- Contract and Scheduling  
Unit B-414 Osborne St  
Winnipeg R3L 2A1

- D19.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.

- D19.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

- D19.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

##### **D20. PAYMENT**

- D20.1 Further to C11 , the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.
- D20.2 Work under this Contact shall be measured on an hourly, per unit basis.
- D20.3 The number of units to be paid for shall be the total number of Vehicle Hours scheduled and acceptably provided. No payment will be made for unscheduled time required to complete a trip

commencing or assigned to commence during the normal operation hours that in the opinion of the Contract Administrator should have been completed during the normal service operating time defined under the Contract.

- D20.4 The Contractor shall submit a bi-monthly invoice to the Contract Administrator indicated in D4.1 showing the total number of Vehicle Hours provided in the month; and total number of “ No Shows” encountered in the month.
- D20.5 The payment of the final invoice of this Contract will not be made until a Certificate has been filed with the City from the Worker’s Compensation Board certifying that all assessments due by the Contractor have been paid and a Statutory Declaration has been filed.

**FORM H1: PERFORMANCE BOND**  
(See D12)

KNOW ALL MEN BY THESE PRESENTS THAT

\_\_\_\_\_ ,  
(hereinafter called the "Principal"), and

\_\_\_\_\_ ,  
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee for

RFP NO. 449-2018

PROVISION OF HANDI-TRANSIT SERVICES

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND SEALED**  
in the presence of:

\_\_\_\_\_  
(Witness as to Principal if no seal)

\_\_\_\_\_  
(Name of Principal)

Per: \_\_\_\_\_ (Seal)

Per: \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(PERFORMANCE SECURITY)**  
(See D12)

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

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

RE: PERFORMANCE SECURITY – RFP NO. 449-2018  
PROVISION OF HANDI-TRANSIT SERVICES

Pursuant to the request of and for the account of our customer,

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

\_\_\_\_\_  
Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

\_\_\_\_\_  
(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.



All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

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

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (2007 Revision), International Chamber of Commerce Publication Number 600.

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

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

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



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

**PROVISION OF HANDI-TRANSIT SERVICES**

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

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

PROVISION OF HANDI-TRANSIT SERVICES

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

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

E1.1 These Specifications shall apply to the Work.

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

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

- (a) Weekdays (excluding Statutory Holidays) 5:30 to 24:30
- (b) Saturdays (excluding Statutory Holidays) 6:30 to 24:30; and
- (c) Sundays and Statutory Holidays 7:00 to 22:30
- (d) At the end of the operating period, the Contractor shall complete all trips in progress or schedule to be in progress.
- (e) In the case of emergency conditions, such as inclement weather, the hours of service will be extended so that all passengers on board a vehicle waiting to be picked up will be delivered to their destinations.

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

E3.1 All trips under this Contract shall start and end at locations within those areas of the City of Winnipeg service by regular Transit System.

#### **E4. BACKGROUND**

E4.1 Handi-Transit is a service within the Transit Department and is responsible for the operation of parallel to regular transit service for persons unable to regularly use the regular transit system because of a cognitive or physical disability that significantly restricts their mobility or are legally blind.

E4.2 Handi-Transit provides approximately six hundred thousand (600,000) trips annually.

E4.3 Handi-Transit's customer ridership is approximately seventy-two percent (7%) of all Handi-Transit brokerage contracts

#### **E5. VEHICLES**

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

E5.2 Vehicles use to perform the Work shall not be used for service other than this Contract without the prior written approval of the Contract Administrator at any time during the Contract.

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

- (a) Each vehicle must be built on a General Motors G-4500 Cutaway chassis, 2019 Model Year with only driver's position. No other chassis will be accepted

- (b) Each vehicle must have a Vortec 6.0L V8 gasoline engine ("SOM 23 165" WB GAS 14, 200GVWR)
- (c) Each proposed vehicle must be Altoona tested in the 5year/150,000-mile category
- (d) Each vehicle must have an entry door with a 12-degree angle to assist with random access for wheelchair loading and unloading
- (e) Each vehicle must have a forward entry door to assist in driver visibility and ergonomics
- (f) each vehicle must have a Romeo Rim Bumper;
- (g) each vehicle must have a Driver Side 12 inch Running Board;
- (h) each vehicle must have an Interior Mirror 6" X 9" inches;
- (i) each vehicle must have a Rear Window Fresnal Lens;
- (j) each vehicle must have Double T Slider Windows;
- (k) each vehicle must have an Exterior Entrance Driver key;
- (l) each vehicle must have a side-entry Exterior Passenger Entry Door Toggle Switch;
- (m) each vehicle must have an Interior Passenger Entry Door Toggle Switch that can only be activated when the vehicle is in park;
- (n) each vehicle must have a Roof Hatch – Transpec Decono #1976;
- (o) each vehicle must have a backup alarm;
- (p) each vehicle must have an Alarm, Door Ajar for Rear Door;
- (q) each vehicle must have a Battery Compartment with Tray and Door;
- (r) each vehicle must have Illuminated lights for all Egress Windows;
- (s) each vehicle must have a storage compartment (walker rack) of design, dimensions, capacity and location that meets the approval of the Contract Administrator;
- (t) each vehicle must have sixty two (62) inch, thirty-four (34) inch wide power assisted passenger entry ramp with a 1.5 ramp angle;
- (u) each vehicle must have an Exterior Ramp Toggle Switch;
- (v) each vehicle must have an Interior Ramp Activation Switch that can be easily reached while standing outside the right side-entry passenger door;
- (w) each vehicle must have a fully charged and secured fire extinguisher onboard that meets the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards;
- (x) each vehicle must have a first aid kit onboard that complies with the requirements of CAN/CSA-D409-02 (Reaffirmed 2007) Standards and contains a minimum of two (2) pairs of new, individually wrapped surgical gloves;
- (y) each vehicle must have two (2) Ceiling Grab Rails that are yellow powder coated;
- (z) each vehicle must have right hand (RH) Grab Rail Parallel to Entrance Steps 1.25 inches that is powder coated yellow;
- (aa) each vehicle must have left hand (LH) Entry Grab Handle that is powdered coated yellow;
- (bb) each vehicle must have Assist Handles on Entry Doors that are powder coated yellow

E5.4 Securements in all the Vehicle must have;

- (a) Seatbelt extensions for all passengers which include height adjustable shoulder belts;
- (b) each vehicle must have retractable three (3)-point lap and shoulder seat belts for all occupants whether travelling in a wheelchair or seated passengers
- (c) Q-Straint (4) QRT.Max (SNC/SLIDE'N'CLICK) with retractable lap/shoulder belts wheelchair securement system that is self-tightening, self-locking and self-tensioning for each area designated for as passenger traveling in a wheelchair.

- (d) QRT Max (SNC/Slide'N'Click) securement system for the secure storage or securement devices not in use when the vehicle is moving;
- (e) A Q-Straint secure storage area for all Q-Straint securements

E5.5 The HVAC in all vehicles must have;

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

E5.6 All vehicle seats must;

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

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

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

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

- (a) "Non-Smoking" vehicle when in or out of service.
- (b) Identified with Handi-Transit logo to be displayed on the outside on the rear on each side and on the rear in the centre. Handi-Transit logos must be removed and when a vehicle is no longer used to perform the Work and/or the Contract expires;
- (c) Be identified with the Contractor's Company name and a vehicle run number assigned by Handi-Transit. The vehicle number shall be displayed outside on the rear, right of centre,

and on the inside at a location to be determined by the Contract Administrator (specifications will be provided upon award of contract)

- (d) Supplies, licensed maintained, operated and equipped in accordance with all applicable statuses, regulations and legislation of Federal, Provincial, and Municipal authorities.
  - (e) Be kept in a clean condition based on the sole opinion of the Contract Administrator;
  - (f) Mechanically inspected for any mechanical, safety infractions by a certified mechanic every six (6) months to ensure the vehicle is safe and in good running condition. A copy of the inspection report must be submitted to the Handi-Transit office five (5) business days after the inspection is completed. Failure to do so may result in the assessment of a Service Recover Fee or suspension of work;
  - (g) Certified by a certified mechanic and the reports supplied to the Contract Administrator;
  - (h) Equipped from October 15- April 14 with tires specifically designed for winter driving and described as a "winter tire" in compliance with the Motor Vehicle Tired Safety Regulations-SOR/2013-198 (Section 5). This requirement applies to all "back-up" or "spare" vehicles which have to be placed into service. No substitutions will be accepted without Contract Administrator Approval.
- E5.9 Replacement costs of damaged equipment as outlined in E5.7 shall be borne by the Contractor. The Contractor must ensure the units are operating at all times and report/repair those units which become defective or malfunction.
- E5.10 The Contractor will have the monthly fee for GPS/AVL for data storage and access itemized and deducted from their first bi-monthly payment each month at the estimated cost of one hundred (\$100.00) dollars for six (6) vehicles not including applicable taxes.
- E5.11 The Contractor shall notify the Contract Administrator and obtain his/her approval before using a substitute vehicle or a vehicle substantially modified subsequent to the initial approval. Vehicles placed into service without prior approval from the Contract Administrator shall be in breach of contract and may result in the assessment of a Service Recovery Fee.
- E5.12 When a Contractor replaced any vehicle utilized under this Contract the replacement vehicle must meet or exceed Canadian Motor Vehicle Safety Standards (CMVSS) or the applicable standards in place at the time the vehicle is purchased.
- E5.13 Replacement vehicle more than three (3) years of age from the first registration date shall not be used for service under this Contract without prior written approval of the Contract Administrator at any time during the Contract.
- E5.14 Each vehicle must be approved by the Contract Administrator before use in this Contract.
- E5.15 The Contract Administrator may, at any time before or after award of Contract, inspect any vehicle proposed for use in this Contract.
- E5.16 Any vehicles deemed, by the Contract Administrator, to not be fit for use shall replace with an acceptable vehicle.
- E5.17 The Contractor shall supply a list of vehicle being used for Handi-Transit work within three (3) Business Days of request from the Contractor Administrator. This list must include the identified spare (backup) vehicle. The vehicle list will include make, model, year, license plate and registration number of each vehicle. The Contractor shall supply the same information for replacement vehicle when acquired prior to being used for Handi-Transit service.

## **E6. DRIVERS**

- E6.1 The Contractor will be required to establish an identified and dedicated pool of trained drivers who are willing and qualified to provide transportation services to persons with disabilities.
- E6.2 Drivers employed for Work under this Contract shall:



- (a) Possess a valid Manitoba driver license for the class of vehicle to be operated, as required by Provincial Legislation and Regulations;
- (b) Provide a copy of his/her valid Manitoba driver license before commencement of Work under this Contract to the Contact Administrator.
- (c) Provide his/her valid Manitoba driver license to Handi-Transit Inspectors upon request;
- (d) Provide vehicle registration/insurance documents to Handi-Transit Inspectors upon request;
- (e) Possess a functional ability to read and communicate orally in the English language;
- (f) Be physically and mentally fit for the Work;
- (g) Be polite and consider of the public at all times;
- (h) Be well groomed and properly attired and have their employee identification in a laminated card visible at all times on City property and while in the performance of the Work;
- (i) Have a good knowledge of the location of the streets and major activity areas in the City of Winnipeg or be able to acquire after three (3) months on the job;
- (j) Comply with security clearance requirements as described in PART F -

E6.3 Driver employee for Work under this Contract must successfully complete an orientation and training program conducted by the City before commencement of Work. The orientation and training program is generally as follows:

- (a) The number of drivers attending such a training program and the times for attending the program will be determined by mutual agreement between the City and the Contractor;
- (b) The normal class size will be determined by the City
- (c) A fee not to exceed three hundred (\$300) dollars per driver will be charged in advance to cover the City's costs in providing the driver training;
- (d) Assessments in public relations, ability to speak and read English, and physical abilities for this type of Work will be conducted. Drivers who do not pass the assessment will not be enrolled in the course.
- (e) The length and method of the training program may change as training and development needs are identified which may increase the fee of the training program to cover the City's costs;
- (f) The City may require drivers employed for Work under this Contract to attend refresher training at various times during the period of the Contract.
- (g) The City may require re-training of a driver employed for Work under this Contract to improve performance. The re-training will be provided by the City and the established fee will be charged to the Contractor.

E6.4 The Contract shall ensure that the Drivers shall perform the following tasks to assist passengers:

- (a) At all times be courteous to their passengers
- (b) Not smoke or permit passenger(s) to smoke in the vehicle.
- (c) Wear a shirt, work pants, jacket and winter parka approved by the Contract Administrator;
- (d) Not wear sandal or open toe shoes at any times when doing Work under this Contract;
- (e) Wear a safety vest of a color style for the designated work as identified under the *Workplace Safety and Health Act* and approved by the Contract Administrator at all times to ensure visibility to passengers and drivers of other vehicles;
- (f) Wear their Handi-Transit identification card at all times ( which will be issued upon proof of employment with a Handi-Transit Contractors) in a visible location when doing Work under this Contract.

- E6.5 The City has the right to remove driver(s) from service when, in the opinion of the Contact Administrator, it is in the best interest of passenger's safety or quality of service or failure to comply with specified regulation/procedures.
- (a) Further to E6.5 above, drivers who have been removed from Handi-Transit service may undertake the following steps for appeal of the decision;
- (i) Interview with the Contractor's company Manager;
  - (ii) Interview with the Contactor's company Manger and the Supervisor of Handi-Transit Operations.

## **E7. PASSENGER ASSIGNMENT**

- E7.1 Handi-Transit schedules all passenger pickups. The number of passengers assigned to a vehicle will not exceed the seating capacity of the vehicle.
- E7.2 The Contractor shall not use vehicle for any purpose other than performance of the Work under this Contract.
- E7.3 Passengers shall not be transferred from one (1) vehicle to another except in the event of a vehicle being disabled or with proper notification and approval from Handi-Transit dispatch

## **E8. FARES**

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

## **E9. PASSENGER SERVICE**

- E9.1 Contactors must have a spare key for each vehicle labelled and kept at the company office/with the Contractor so it can be delivered to a driver if required.
- E9.2 The Contractor's drivers must:
- (a) Assist the passenger from inside and accessible building entrance door into the vehicle;
  - (b) Four (4) point secure all wheelchair(s) with Q-Straint securement system described in E5.4
  - (c) Store all "not in use" wheelchair(s) securement equipment in the storage pouch specified in E5.4(e)

- (d) Ensure that the passenger uses the vehicle seatbelt and offer to assist with securing it;
- (e) Ensure all passengers wear the vehicle seatbelt;
- (f) wear the vehicle seatbelt while driving;
- (g) transport the passenger to the scheduled destination
- (h) turn on the air conditioning at the request of a passenger(s)
- (i) assist the passenger from the vehicle to just inside an accessible building entrance door;
- (j) have a spare key for the vehicle or keyless entry remote on their person at all times, apart from the key ring the vehicle keys are kept, to ensure entry into the vehicle is possible if the key is lost or accidentally locked in the vehicle;
- (k) remove the key from the ignition when leaving the vehicle. if weather conditions require the vehicle to remain running, drivers must turn off the vehicle, remove the key from the ignition and restart the vehicle with the remote starter.
- (l) close the door of the vehicle when getting a passenger(s)
- (m) deploy the ramp for ambulant passenger(s);
- (n) not stop to put fuel in the vehicle when a passenger(s) is onboard;
- (o) not make a personal stop when a passenger(s) is onboard;
- (p) not alter the scheduled destination of a trip without clearance from Handi-Transit Dispatch;
- (q) not transport a passenger(s) if the trip sheet indicates "mandatory attendant" and the attendant is not present to accompany the passenger(s) on the trip.

E9.3 Further to E9.2 of the specifications contained herein: the Contactor's drivers shall provide service as specified in the Handi-Transit Service Manual, which will be made available at the training session. Additional copies will be made available on a direct cost basis.

E9.4 Drivers may have a cell phone, blackberry or similar electronic device for the purpose of contacting the Contractor for assistance or instruction, and

- (a) will have the cell phone on vibrate when transporting a passenger(s);
- (b) will not talk on a cell phone or make any personal calls (hand held or hands free) while the vehicle is moving;
- (c) will not make personal calls on a cell phone even when the vehicle is stopped when a passenger is on-board drivers will pull over to receive and make calls on cell phones;
- (d) will check voice-mail, email, Handi-Transit dispatch only when the vehicle is not moving.

E9.5 Drivers failing to comply with E9.2 E9.3 and E9.4 contained herein, may result in the Contractor being charged a Service Recovery Fee.

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

E9.7 The City has the right to have a driver removed from the Work of the Handi-Transit Contract.

## **E10. SCHEDULING**

E10.1 All trip requests will be received and scheduled by the City.

E10.2 The City will provide the Contractor with the daily schedule for each run electronically (e-mail) by (19:00 hours) or (7:00pm) the day before service is required.

E10.3 The Contractor shall schedule vehicle to meet the Handi-Transit service demands and must provide the Handi-Transit office with a list of the vehicle run numbers and the names of the drivers and their ID numbers that will be used for the next day's Handi- Transit Work by (20:00 or 8:00pm) the day before. Failure to do so may result in the assessment of a Service Recovery Fee.

- E10.4 The City will notify the Contractor of any schedule trips cancelled during the day. Contactors must provide Handi- Transit with a central phone number for notification of changes to the schedule including cancellations, add-ons and trip notifications. These cancelled trips will be communicated by the City to the Contractor and the Contractor will be responsible to provide appropriate notification to the driver. All drivers should be equipped with a mobile data device capable of receiving and sending messages.
- E10.5 The City may add short-notice trips subsequent to the posting of a day's schedule if the Contractor is not, in the sole opinion of the Contract Administrator, schedule to full capacity for the time period in which the trip will occur. These trip requests will be communicated by the City to the Contractor.
- E10.6 The Contractor shall inform Handi-Transit Dispatch within ten (10) minutes if a delay in the scheduled is anticipated or encountered for any reason.
- E10.7 The Driver must not arrive at the scheduled pick-up location any earlier than ten (10) minutes before the scheduled pick-up time.
- E10.8 The driver shall not depart from any scheduled pic-up location with the scheduled passenger(s) earlier than the scheduled pick-up location with the scheduled passenger(s) earlier than the scheduled pick-up time unless instructed by Handi-Transit Dispatch or the passenger(s) being picked up.
- E10.9 The Contractor shall provide a backup vehicle in the event of a vehicle breakdown with two (2) hours. If the Contractor does not or cannot respond, a service recovery fee may be applied. The service recovery fee will be the cost of providing the service thru any means deemed appropriate by the Contract Administrator.
- E10.10 The Contractor shall cooperate with City staff in the implementation of any procedure changes that may result in increased productivity and efficiency associated with the service

## **E11. DOCUMENTATION**

- E11.1 The Contractor shall submit, with the delivery of fares collected, the following;
- (a) a trip summary sheet showing the number of trips, and the pic-up time, drop-off time and type of fare collected for each trip according to the schedule provided by the Handi-Transit office;
  - (b) a list of cancellations and no shows; and
  - (c) when applicable, complaint reports and accident/incident reports.
- E11.2 The Contractor shall submit the information on forms supplied by the City, in the manner specified by the Contract Administrator.

## **E12. SERVICE MONITORING**

- E12.1 The Contractor must monitor service being provided by the drivers during evenings and weekend (if applicable) as well as during the day.
- E12.2 The Contractor is responsible for providing ongoing training and support to their drivers and to address any demonstrated reported or known areas of deficiency.
- E12.3 The Contractor shall ensure that all of its employees are capable of carrying out the work listed in their Contract. Employees must be able to perform the physical requirements as well as the ability to comprehend interpret an dread trip data and communicate fluently in the English language.

### **E13. CUSTOMER COMPLAINTS**

- E13.1 The City will provide the Contractor with written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator as:
- (a) **Class A-** alleged vehicle condition or driver behaviour which, in the sole opinion of the Contract Administrator, constitute a potential risk to passenger or the public
  - (b) **Class B-** alleged unacceptable vehicle condition or driver behaviour which, in the sole opinion of the Contract Administrator, is less of a severe nature than Class A; and
  - (c) **Class C-** alleged failure to meet schedule or service specification.
- E13.2 The Contractor shall, immediately upon receipt of notice of Class A complaint, remove the subject vehicle and/or the subject driver from the Work.
- E13.3 The Contractor shall, within two (2) regular business days of receipt of notice of any complaint, respond in writing to the Contract Administrator or his/her designate identifying:
- (a) If the complaint was accurate or inaccurate; and
  - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be instituted to prevent future occurrences; or
  - (c) If inaccurate, a statement of the facts as known by the Contractor.
- E13.4 If the Contractor does not or cannot respond to a Class B complaint in accordance with E13.3 above, the Contractor shall, within two (2) regular business days of receipt of the notice of complaint, remove the subject vehicle and/or the subject driver from the Work.
- E13.5 If the Contractor does not or cannot respond to a Class B or Class C complaint in accordance with E13.3 above, a service recovery fee may be assessed.
- E13.6 The foregoing shall not in any way limit the authority of the Contract Administrator or limit the other remedies available to the City under the Contract or at law.
- E13.7 Complaints from passenger(s), or any other persons, regarding the service shall be referred to the Contract Administrator.
- E13.8 The Contractor will rectify passenger(s) complaints effectively and efficiently providing the Contract Administrator with responses regarding any complaints within two (2) Regular Business Days of receipt of same. A Service Recovery Fee may be assessed for the additional Work required by City staff to resolve this issue.

### **E14. SUSPENSION OF WORK**

- E14.1 The Contract Administrator may suspend Work:
- (a) If, in his/her 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 Handi-Transit service.
- E14.2 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.

### **E15. ESTIMATED QUANTITIES**

- E15.1 Table 1 provides the estimated annual quantities of Work effective December 16, 2018 under this Contract for wheelchair accessible low floor mini-buses.

**Table 1**

**WHEELCHAIR ACCESSIBLE VEHICLES  
 HOURLY RATE SERVICE**

<b>Day Type</b>	<b>Max Daily Vehicle Hours</b>	<b>Max Weekly Vehicle Hours</b>	<b>Max Approximate Annual Vehicle Hours</b>
<b>Weekday</b>	80	400	19,920
<b>Saturday/Sunday</b>	36	72	3,744
<b>Statutory Holidays</b>	24	24	288

E15.2 The following two (2) annual break periods will be recognized as seasonal reduced service. These periods will be adjusted yearly based on calendar dates. Both break periods will not exceed five (5) weekdays, two (2) Saturdays and two (2) Sundays.

- (a) Spring School Break – (Annually last week in March) five (5) Weekdays, two (2) Saturdays, two (2) Sundays. All runs may be reduced to a maximum of ten (10) hours with the total hours of the run not reduced more than two (2) hours
- (b) Christmas Break – (Annually end of December) five (5) Weekdays, two (2) Saturdays, two (2) Sundays. All runs may be reduced to a maximum of ten (10) hours with the total hours of the run not reduced more than two hours.
- (c) Christmas Day will be treated differently from other Statutory holidays and require the Contractor to have four (4) vehicles on the road for twelve (12 hours) with and start and end time to be determined.

E15.3 Table 2 has the distribution and assignment of runs related to seasonal/holiday requirements. These days/dates may change with the calendar years and as a result of seasonal demands increasing or decreasing not more that specified in the original contract and the distribution of runs for the Work. All run start and end times are flexible and are determined daily based on service demand. Time Out and Time in may change on a daily basis, split with two (2) weeks' notice, but the total hours of the run will not be reduced.

**Table 2**

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

## PART F - SECURITY CLEARANCE

### F1. SECURITY CLEARANCE

- F1.1 Each individual proposed to perform Work under the Contract shall be required to obtain a Police Information Check from the police service having jurisdiction at his place of residence. This can be obtained from one of the following;
- (a) police service having jurisdiction at his/her place of residence; or
  - (b) BackCheck, forms to be completed can be found on the website at: <http://www.backcheck.net/> ; or
  - (c) Commissionaires (Manitoba Division), forms to be completed can be found on the website at: <https://www.commissionaires.ca/en/manitoba/home>.
- F1.2 The following is a link to information for obtaining the Police Information Check including the Vulnerable Sector screening from the City of Winnipeg Police Service.  
<http://winnipeg.ca/police/pr/PIC.stm>
- F1.2.1 The Police Information Check shall include a Vulnerable Sector Screening. This can be obtained by following the link below <http://winnipeg.ca/police/pr/PIC.stm> .
- (a) Individuals will need to state in the form, that they may be working in City of Winnipeg pools, libraries and community centres;
- F1.3 The original Police Information Check (Form P-612) will be provided by the Winnipeg Police Service to the individual applicant. The original has a validation sticker from the Winnipeg Police Service in the top right hand corner. The applicant shall:
- (a) Provide the original Police Information Check (Form P-612) to the Contract Administrator.
- F1.4 Prior to the award of Contract, and during the term of the Contract if additional or replacement individuals are proposed to perform Work, the Contractor shall supply the Contract Administrator with a Police Information Check obtained not earlier than one (1) year prior to the Submission Deadline, or a certified true copy thereof, for each individual proposed to perform the Work.
- F1.5 Any individual for whom a Police Information Check is not provided, or for whom a Police Information Check indicates any convictions or pending charges related to property offences or crimes against another person will not be permitted to perform any Work.
- F1.6 Any Police Information Check obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search as hereinafter specified.
- F1.7 Notwithstanding the foregoing, at any time during the term of the Contract, the City may, at its sole discretion and acting reasonably, require an updated Police Information Check. Any individual who fails to provide a satisfactory Police Information Check as a result of a repeated Police Information Check will not be permitted to continue to perform any Work.



