



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 281-2025

**CENTRALIZED DISPATCH FOR ON-DEMAND WHEELCHAIR ACCESSIBLE
VEHICLE (WAV) SERVICES**

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

- B1.1 Centralized Dispatch for On-Demand Wheelchair Accessible Vehicle (WAV) Services

B2. SUBMISSION DEADLINE

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 2, 2025.
- B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. PROPONENTS' CONFERENCE

- B3.1 The Contract Administrator will hold a Proponents' conference virtually through Microsoft Teams from 1:00PM to 3:00 PM on June 18, 2025.
- B3.2 The Proponent is advised that, at the Proponents' conference, the desired goals and objectives of the system will be discussed, including how similar systems have been implemented in other cities to date, and how we envision the Winnipeg WAV to work. General requirements for the on-demand centralized dispatch system, the technical tools and necessary reporting as well as customization requirements will be addressed
- B3.3 The Proponent must request the link for Proponents' conference by providing a valid email address to gheather@winnipeg.ca to obtain the TEAMS meeting invitation not later than 9:00 A.M. CST on Tuesday, June 17, 2025.
- B3.4 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 D7.1.
- 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 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.
- B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.
- B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.
- 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.
- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379

Email: merx@merx.com

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 Request for Proposal 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 MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D7.

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 Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- 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 they wish 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 their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B26.
- 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: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
 - (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Project Understanding and Methodology (Section E) in accordance with B13;
 - (d) Project Schedule & Implementation Plan (Section F) in accordance with B14;
 - (e) Business Requirements (Section G) in accordance with B15;
 - (f) Technical & Architecture Requirements (Section H) in accordance with B16; and
 - (g) Value-Added Service (Section I) in accordance with B17
- B8.3 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.

- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal will be evaluated in accordance with B26.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, within the meaning of the same in the Manitoba Partnership Act, the full name of the partnership shall be inserted as well as the names of the partners constituting the partnership;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the legal name of the Proponents shall be included on Form A;
 - (e) If a Proposal is submitted jointly by two or more Persons as a joint venture, meaning the Proponent is the joint venture and each of the Persons, each and all such persons shall identify themselves in accordance with the requirements of Form A Bid/Proposal.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify both the Proponent Representative and the Proponent Representative Contact Individual.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

- B9.5 If a Proposal is submitted jointly by two or more persons under B9.2(b) or (e), 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 as to the City.
- (a) For the avoidance of doubt, the City shall have no involvement in nor responsibility to intervene in matters of relationships or apportionment of payments as between Proponents in such cases, and Proponents are expected to conduct themselves with reasonable business efficacy.
 - (b) Proponents shall identify the Proponent Service Lead and Key Personnel in Section C of their Proposal pursuant to the instructions contained in B11 and B12.

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 C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D34. Any such costs shall be determined in accordance with D34.
- 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 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B10.4.1 Notwithstanding C12.2.3, the price 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.
- B10.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent, Proponent Service Lead (if applicable) and Subcontractors in providing programming; design, management of the project and contract administration services on up to three projects of similar complexity, scope and value.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) project's original contracted cost and final cost;
 - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
 - (e) project owner;

- (f) reference information (two current names with telephone numbers and email addresses per project).

B11.2.1 Where applicable, information should be separated into Proponent, Proponent Service Lead, and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent, Proponent Service Lead (if applicable) and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

B12.1 Describe your approach to the completion of the Services and identify the Key Personnel who will play a day to day role in Service delivery on behalf of the Proponent Services Lead.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:

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

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

B13.1 Project Methodology

- (a) Describe your project plan and methodology for implementation of the proposed solution. Include scope, time, and cost, quality of results, human resources, communication, change requests, risk and integration with VFH office. The Proponent should provide evidence of how the Proponent Service Lead is going to manage the project, ensure resource availability, and meet project milestones, timelines and quality. The proposed methodology should confirm the Proponent has the capacity, experience, and understanding to successfully implement the solution on time and at minimal cost to The City.
 - (i) Indicate how you should ensure the implementation of the solution is on schedule;
 - (ii) Describe your communication and documentation processes, and technology used to support your proposed methodology;
 - (iii) Indicate the required City resources, time requirements for the resources, and schedule;
 - (iv) Indicate the tool(s) which should be used to manage the project, if applicable.

B13.2 Future Directions

- (a) Describe the long-term release and maintenance model for the proposed solution including but not limited to:
 - (i) Indicate which emerging technologies the Proponent intends to exploit;
 - (ii) Indicate which current technologies the Proponent intends to abandon.

- (b) Describe any patterns or practices that should help with strengthening:
 - (i) Application security;
 - (ii) Integration;
 - (iii) Data transfer;
 - (iv) Network configuration;
 - (v) Hardware architecture; and,
 - (vi) Operating systems.
- B13.3 Describe the Proponent's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent and Proponent Service Lead will use in the delivery of this Project.
- B13.4 Methodology should be presented in accordance with the Scope of Services identified in D24. Describe the collaborative process/method to be used by the Key Personnel, and where applicable, the Proponent and Proponent Service Lead in the various phases of the Project.
- B13.5 Proposals should address:
 - (a) the Proponent's understanding of the broad functional and technical requirements;
 - (b) the Proponent's understanding of the urban design issues;
 - (c) the proposed Project budget;
 - (d) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
 - (e) any other issue that conveys your team's understanding of the Project requirements.
- B13.6 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D24.
- B14. PROJECT SCHEDULE (SECTION F)**
 - B14.1 Project Implementation Plan
 - (a) Provide a project implementation plan for the proposed solution to be fully implemented/Go-Live state after a successful proof of concept including, but not limited to, the identification and description of the following:
 - (i) High level task summaries and sequences;
 - (ii) Project stages and scope;
 - (iii) Key project milestones;
 - (iv) Breakdown of tasks within each stage including project start up, customization, configuration, conversion, testing, training;
 - (v) Include the required timelines and resources (for both the Proponent and The City) for the tasks;
 - (vi) Identify required inputs and decision points from The City;
 - (b) Describe how the Proponent perceives decision points and approvals should be handled during the project;
 - (i) Estimate the number of hours for City resources by role and stage; and
 - (ii) Describe how your organization ensures customer deployment success. Higher marks will be awarded to Proponents who have a well-defined, formalized process for ensuring successful deployments.
 - B14.2 Risk Management – Implementation

- (a) Identify any potential risks that might arise during the implementation and sustainment of the proposed solution including but not limited to:
 - (i) Timelines and resources impacted by each risk;
 - (ii) Tasks associated in meeting the required data security, privacy, performance and availability as detailed in other sections of this RFP;
 - (iii) Plan to mitigate and avoid potential costs for each risk.
- (b) Describe the Proponent's change management process for the proposed solution to meet specific needs, including the approximate cost to The City and, if applicable, how these costs would be charged.
- (c) Explain how the Proponent can mitigate The City's risk of a network outage of the Proponents system.
- (d) Describe the Proponent's detailed transition plan at the expiration of the Contract to ensure minimal disruption to service delivery.

B14.3 Licensing

- (a) Describe the licensing model offered for the proposed solution including but not limited to:
 - (i) Licensing model for the core functionality. Include a description of the core set of features/functionality for the solution;
 - (ii) Any licensing restrictions (i.e. concurrent users, per user);
 - (iii) Licensing model for additional plug-ins;
 - (iv) Licensing model for any code developed by the client;
 - (v) Proponent's process to inform clients of changes to licensing terms;
 - (vi) Describe how the Proponent performs license true up/true down;

B14.4 List any dependent software licenses required to run the proposed solution. Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.5 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. BUSINESS REQUIREMENTS (SECTION G)

B15.1 Dispatch Experience for Customers

- (a) Describe the solution's ability to provide an accessible method of communication for customers with hearing impairment, over the telephone.
- (b) Describe the Proponent's customer service training of operations staff communicating over the phone with the public (i.e scripting followed).
- (c) List and describe the steps for a customer to make a request for service for all communication methods via phone, online website, and mobile application.
- (d) Describe the solution's ability to alert customers on the dispatch status and provide information to the customer after the trip has been dispatched. Describe how the solution achieves this for all communication methods (phone, online website, mobile application).
- (e) Describe the solution's ability to provide the option to ask for a pet-friendly WAV vehicle.
- (f) Describe the solution's ability to capture if the trip involves a certified service animal.

B15.2 Dispatch Technology for WAV Drivers

- (a) Describe the solution's technology hardware (device) requirements and how the technology is acquired and installed in approximately 150 WAV vehicles.

- (b) Describe how the solution monitors and maintains technology hardware/device and connections to ensure it is functional, specifically for the city's climate, and warranty information.
- (c) Describe how the solution should make software updates and the solution's ability to be alerted of malfunctioning technology hardware and the process for the technology hardware to be fixed or replaced.
- (d) Describe how the solution notifies an accessible driver of a request for service and how the WAV driver should accept a request for service.
- (e) Describe how the WAV driver uses the dispatch system, including all functions the WAV driver may need to use.
- (f) Describe the solution's ability to provide customer information about the trip to the WAV driver once the trip has been dispatched, including methods of communication with the customer.
- (g) Describe the solution's process and timeframe for making the time-sensitive WAV driver updates.

B15.3 WAV Central Dispatch Response

- (a) Describe the dispatches ability to have independent dedicated staff solely monitoring the solution to ensure trips are not left waiting or unserved.
- (b) Describe how the solution accepts a request for service and dispatches the closest available WAV vehicles.
- (c) Describe how the solution ensures requests for service are only dispatched to active WAV drivers.
- (d) Describe how the solution should address a situation where, after receiving a request for service, a WAV vehicle is not available.
- (e) Describe how the solution should communicate an estimated wait time for the customer for their booking method via phone, online website, and mobile application.
- (f) Describe how the solution communicates to customers changes in the estimated arrival time.
- (g) In the event a WAV driver refuses a dispatched trip, describe how the solution should record the WAV driver details (WAV driver ID, WAV vehicle ID, trip details, and any other information), and how this information is communicated back to the VFH office and within what timeframe.
- (h) Indicate the amount of time a WAV driver is allowed to respond to a dispatched trip and describe how the solution manages the situation where a WAV driver fails to respond. Describe how the solution should record the accessible driver details (WAV vehicle ID, WAV driver ID, trip details, and any other information), and how this information is communicated back to the VFH office and within what timeframe.
- (i) Describe the solution's ability or process to alert dispatch of malfunctions or connectivity issues.

B15.4 WAV Central Dispatch Data, Evaluation and Reporting

- (a) Describe the functionality available in the solution to track:
 - (i) Customer request for service data;
 - (ii) WAV driver data after request for service acceptance;
 - (iii) WAV driver and vehicle data for accepted trips, declined trips, dispatch cancelled trips;
 - (iv) WAV trip passenger reviews
 - (v) Active and expired drivers and vehicles.

As outlined in E4.4

- (b) Describe the solution's ability to customize a data summary report (a), and provide to The City on a monthly and annual basis or other date ranges.
- (c) Describe the solution's ability and options to have the trip data accessible daily by VFH office.
- (d) Describe the solution's ability to collect timely feedback on the Central Dispatch and experience from the customer and accessible driver after a trip has been completed.

B15.5 Training and Documentation

- (a) Describe the training material, its contents (including training on all safeguards related to personal health information), and training delivery methods for WAV drivers required to operate on the system, including:
 - (i) Type of training session (i.e. instructor led, self-paced, virtual classroom, on site, web based, videos, etc.)
 - (ii) Length of a training session;
 - (iii) Minimum and maximum number of accessible drivers allowed in each training session;
 - (iv) For onsite training, provide details including site requirements for the delivered training solution.
 - (v) A plan for offering on-going training for new WAV drivers as they obtain their WAV drivers licence.
 - (vi) A plan for communication with accessible drivers that have questions after the completion of the training session.
 - (vii) A plan for confirming to the WAV driver they have completed training for the solution (i.e. certificate, etc)

B16. TECHNICAL & ARCHITECTURE REQUIREMENTS (SECTION H)

B16.1 Provide clear and concise responses to each of the following criteria to demonstrate how the proposed solution should fulfill the requirements.

B16.2 Hosted Services

- (a) The solution shall be located at a secure and geographically/politically stable location
 - (i) Provide level of control maintained in each of the specified locations
 - (ii) Provide jurisdiction(s) that govern the operation of contracts, privacy, confidentiality, access and information management legislation for each location
- (b) The solution shall have identity and access management processes and controls in place to ensure appropriate user access to the system. Controls shall include (but not limited to):
 - (i) Passwords;
 - (ii) Removal of network services that are no longer required;
 - (iii) Termination and access revocation processes;
 - (iv) Limiting administrative access;
 - (v) Segregating administrative functions and core business functions/workflows;
 - (vi) Identity and access management pre-requisites and/or obligations required by the City of Winnipeg
- (c) The solution shall have an established and scalable approach to operational change control when expanding System service levels for a client
- (d) The solution should support City of Winnipeg's enterprise identity source, Microsoft Active Directory, for authorization

B16.3 Information Security

- (a) The proponent must provide security implementation guides for the System

- (b) The solution should enforce City of Winnipeg approved encryption mechanisms to store and transmit credentials
- (c) The solution should minimally have a quarterly cycle for the System software to address known and critical security vulnerabilities
- (d) The solution should use secure development practices to reduce the likelihood that their software has technical vulnerabilities
- (e) The solution shall have customizable role-based access control (RBAC) where users are assigned one or more roles and the System manages access to functions and information based on those roles
- (f) The solutions should enforce user password changes when a password is initially set, or is reset by an administrative user, such that the administrative user remains unaware of end users credentials
- (g) The solution should contain a mechanism to automatically deactivate user accounts which have been inactive over a configurable time period
- (h) The solution should contain a reporting function that generates a report of access privileges for all users or types/roles of users
- (i) The solution should support configurable password functions which can enforce password complexity, password expiry and ability to prevent the reuse of prior passwords.
- (j) The proponent must ensure clear and timely communication around security incident management, risk management, vulnerability management and incident management.

B16.4 Accessibility

- (a) The solution shall be responsive and can be accessed from a variety of electronic devices
- (b) The solution should be compliant with City of Winnipeg's system accessible standards
- (c) The solution shall be available 24 hours a day, 7 days a week, and 365 days a year
- (d) The solution shall have capacity to be customized by the City and be branded with the City of Winnipeg logo

B16.5 Integrations

- (a) The solution should have the ability to provide API access or direct Database query access for City of Winnipeg administrators

B16.6 Records Management

- (a) The proponent should ensure that all data in the application can be extracted and repatriated to the City in human-readable format for recordkeeping and management at anytime or during termination of contact.
- (b) The solution should support the documentation of record altering (modification/deletion) within the system

B16.7 Mobile Application

- (a) The proponent shall describe technical details of the mobile application including but not limited to:
 - (i) Supporting operating system (OS) versions
 - (ii) Information captured from device and if data is stored for offline use
 - (iii) Credentials stored in mobile app and how they expire
 - (iv) How the City can submit the appropriate package to their app store

B16.8 Proposed Hardware Devices

- (a) The proponent shall describe how the devices meet the requirements
- (b) The proponent shall describe technical details of hardware including but not limited to:
 - (i) detailed spec sheet of devices

- (ii) management of update to OS and/or firmware

B16.9 Information Privacy/Data Recovery & Compliance

In Manitoba, The City of Winnipeg is subject to:

- (i) The Freedom of Information and Protection of Privacy Act (FIPPA)
 - (ii) The Personal Health Information Act (PHIA)
 - (iii) Payment Card Industry (PCI) Data Security Standard;
- (a) Describe how the solution adheres to the principles and requirements of FIPPA and PHIA, including, but not limited to:
- (i) collection, use, disclosure, retention, and destruction practices for personal (and personal health) information
 - (ii) physical, administrative, and technological safeguards for personal (and personal health) information
 - (iii) data retrieval for City FIPPA, PHIA, or eDiscovery requests (i.e., tools used, expected timeframe for response, and capability for retrieval);
 - (iv) proper procedures for obtaining and recording consent to receive electronic communications under CASL
- (b) Indicate the City/State/Country where data or information will be stored (e.g. financial, back-ups, disaster recovery, data stored by Proponent partners, etc.).
- (c) Indicate who would have access to The City data (e.g. Proponent, Proponent partners, data host provider, etc.). Proponents should provide details for each party, including their employee roles, as well as an explanation for why access is needed for each.
- (d) In the following events: termination, expiration, dispute, bankruptcy, acquisition by another service provider or merger, describe what happens to The City's data, data backups, and any encryption keys.

B16.10 Exit Strategy / Termination

- (a) Describe what options are available for customers to extract their data and in what format, if customers can access their backups or request a restore from backup, and any costs associated with the request.
- (b) Describe your process for handling data once it has reached its retention period based on customer data retention policies, including if a certificate of destruction would be provided to The City.
- (c) Describe how the Proponent should assist The City to perform user acceptance tests on the data, documents and metadata extracted from the Proponent's solution to ensure that The City can reuse the data.

B16.11 Standards / Auditing

- (a) Provide details of the security standards supported by the solution for data in transit and data at rest.
- (b) Identify the security certifications that exist for physical and logical security of the solution and supporting systems (e.g. ISO/IEC 27001:2015, ISO/IEC 27017:2015, ISO/IEC 27018, SSAE-16 SOC2 and SOC3, Uptime Institute Tier Certification level).
- (c) Describe any third-party security and access management practice audits conducted for the solution, including the last time the audit was performed, on-going frequency and access of these records to The City.
- (d) Identify if there is a vulnerability assessment performed prior to release of the proposed solution, including any regularly scheduled penetration tests of the proposed solution and techniques employed by the Proponent to try to detect and prevent any common vulnerability issues.
- (e) The Proponent should be willing to entertain vulnerability and penetration test assessments conducted by The City or a 3rd party on behalf of The City.

B16.12 Availability and Performance

- (a) The proposed solution should have a very high degree of system availability (99%).
 - (i) Describe in detail how high availability is accomplished and how the Proponent measures the performance of the solution including KPIs for availability and throughput (example: expected uptime, number of concurrent users, number of successful requests per minute, number of visits per minute or hour, etc.) and how the solution should perform for users located in Winnipeg (example, latency expected and latency metrics measured and reported).
- (b) The proposed solution should be scalable and account for variable demands. Capacity limits on the proposed service in terms of number of users, number of transactions, number of instances, traffic, throughput, processor cycles, memory, etc. should be identified.

B16.13 Business Continuity

- (a) Describe the business continuity plans or disaster recovery plans in place for the solution, including any costs, auditing process and date of last tested.
- (b) Describe if the solution offers geo-redundancy. Describe details including locations and regions.
 - (i) Describe the failover features and associated requirements that the solution supports that would be resilient against both hardware and software component failure AND catastrophic data center facility failure (i.e. failover capabilities to an alternate data center for disaster recovery).
 - (ii) Include the proposed architecture, recovery time objectives (how soon would the solution be up after component failure or facility failure) and recovery point objectives (how much data would be lost in the event of a failure).
- (c) In the case of service degradation or service failure and recovery:
 - (i) Outline how the Proponent should notify The City (i.e. email, letter, phone call, other), the time line for notification to The City (immediately, XX hours, XX days).
 - (ii) In the event a system outage would last longer than one day, describe the contingency process that The City should follow.
 - (i) Provide an effective mechanism for meeting all the requirements outlined in the major components of the work.

B16.14 Change and Release Management

- (a) Describe the Proponent's change management and release management processes followed for rolling out bug fixes, minor changes or new releases for the proposed solution.
- (b) For any updates to the service, identify how much advance notice do the Proponent's clients (e.g. The City of Winnipeg) receive and through what channels.
 - (i) Provide a schedule of planned maintenance outages for the upcoming year, including date, time, expected duration and details of the maintenance work to be performed.
- (c) Provide a list of all outages, including partial outages, affecting availability of the proposed solution to other customers in the past year (January 1, 2024, to December 31, 2024). Include the:
 - (i) Date and time of outage;
 - (ii) Duration of the outage;
 - (iii) Reason for the outage, such as scheduled or unscheduled maintenance (provide a further reason for any unscheduled outage).

B16.15 Service Management

- (a) Describe the Proponent's client support model, including prioritization, response times, resolution commitments, and how The City reports problems, requests and concerns and escalates a reported issue.

- (b) Describe if the proposed service provides a client-side administrative interface.

B16.16 Service Monitoring

- (a) Describe how the solution is monitored for any degradation or failure events, including how these events are logged, rectified, and available for review by The City afterwards.

B16.17 Service Reporting

- (a) Describe the log data kept by the service, whether client administrators have access to view any of the log data, and if this can be automated, and provided in real time.

B16.18 Customer Satisfaction

- (a) Software proponents maintain blogs, discussion forums, webpages that help clients review the customer satisfaction data. Describe the Proponent's process to track customer satisfaction for the proposed solution. Include details such as but not limited to:
 - (i) Reports;
 - (ii) Feedback forms; and
 - (iii) Mechanisms used to solicit customer.
- (b) Describe the processes or mechanisms that the Proponent uses to capture customer feedback including details for using this feedback for new features and enhancements.
- (c) Describe how the Proponent ensures customer deployment success.

B16.19 Support and Maintenance

- (a) Describe the support structure and support included with the Proponent's solution including but not limited to:
 - (i) Services provided as maintenance and support;
 - (ii) Severity levels; rectification times;
 - (iii) Escalation process;
 - (iv) Web resources available;
 - (v) Maintenance – including upgrades, fixes and patches, new releases;
- (b) Describe the Proponent's process for handling issues including customer concerns and service complaints regarding the solution. Include a description of the response time, severity and priority levels, mechanisms for support, resolution and the escalation process.

B17. VALUE-ADDED SERVICES (SECTION I)

B17.1 The Proponent should submit information in sufficient detail for the City to evaluate the Proponent's ability to offer additional Value-Added or Innovative Services for the City by providing:

- (a) for Value-Added Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business benefits;
- (b) for Innovative Services: a description of any Proponent services or products that are offered currently to other clients of the Proponent, if available, that may provide the City with additional business capabilities;
- (c) brief details of other Proponent software products that integrate with the Proponent's proposed software tool, if available.

B18. DISCLOSURE

B18.1 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.

B18.2 The Persons are:

- (a) N/A

B19. CONFLICT OF INTEREST AND GOOD FAITH

B19.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B19.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

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

that could or would be seen to:

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

B19.3 In connection with its Proposal, each entity identified in B19.2 shall:

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

B19.4 Without limiting B19.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.

B19.5 Without limiting B19.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:

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

- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B19.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B19.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B20. QUALIFICATION

B20.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B20.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B20.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B20.4 and D9).

B20.4 This Further to B20.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B20.5 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.

B20.6 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.

B21. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B21.1 Proposals will not be opened publicly.

- B21.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B21.3 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).
- B21.3.1 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.
- B21.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B22. IRREVOCABLE OFFER

- B22.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B22.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B23. WITHDRAWAL OF OFFERS

- B23.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B24. INTERVIEWS

- B24.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B25. NEGOTIATIONS

- B25.1 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.
- B25.2 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.
- B25.3 If, in the course of negotiations pursuant to B25.2, 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.

B26. EVALUATION OF PROPOSALS

- B26.1 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 B20: | (pass/fail) |
| (c) | Total Bid Price; (Section B) | 10% |
| (d) | Experience of Proponent and Subcontractor; (Section C) | 15% |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) | Project Understanding and Methodology (Section E) | 15% |
| (g) | Project Schedule. & Implementation Plan (Section F) | 10% |
| (h) | Business Requirements (Section G) | 10% |
| (i) | Technical & Architecture Requirements. (Section H) | 15% |
| (j) | Value-Added Services (Section I) | 5% |
- B26.2 Further to B26.1(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.
- B26.3 Further to B26.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B26.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B26.1(a) and B26.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B26.5 Further to B26.1(c), the Award Authority may reject a Proposal as being non-responsive if it exceeds the funds available as shown in D4.5.
- B26.6 Further to B26.1(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.
- B26.6.1 Further to B26.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B26.7 Further to B26.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B26.8 Further to B26.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B26.9 Further to B26.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B26.10 Further to B26.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B26.11 Notwithstanding B26.1(d) to B26.1(g), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B26.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B24.

- B26.13 Proposals that receive less than sixty percent (60%) the available evaluation points for each of B26.1(d), B26.1(e) B26.1(f), B26.1(g), B26.1(h), and B26.1(i) will be rejected in accordance with B26.3.
- B26.14 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B26.15 This Contract will be awarded as a whole.

B27. AWARD OF CONTRACT

- B27.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B27.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B27.2.1 Without limiting the generality of B27.2, 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.
- B27.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B27.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent in lieu of execution of Contract Documents
- B27.4.1 The Contract documents as defined in C1.1(p) in their entirety shall be deemed to be incorporated in and to form a part of the award letter notwithstanding that they are not necessarily attached to or accompany said award letter.
- B27.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B27.6 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Contractor will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

- D2.1 Over the past several years, through consultation with stakeholders (accessible service users, accessible advocacy groups, transportation service providers, and others connected to and reliant on the vehicle for hire industry), the Public Service has consistently heard the following:

- (a) Wait times for an accessible trip are longer than a standard trip;
- (b) The availability of accessible vehicles is not always as consistent as it for standard vehicles;
- (c) Accessible rides take more time to complete than standard trips;
- (d) Accessible vehicles cost more than standard vehicles.

- D2.2 As part of a multi-faceted effort to improve on-demand accessible vehicle for hire service, the City intends to provide:

- (a) Focused enforcement related to accessible service to improve education and ensure safety;
- (b) Reimbursement for accessibility training; and
- (c) A centralized accessible trip dispatch system.
- (d) Existing tablets installed in existing WAV vehicles

D3. GOALS AND OBJECTIVES OF THE CENTRALIZED DISPATCH PROGRAM

- D3.1 Equitable service levels for accessible vehicle for hire users as compares with standard vehicle for hire users

- (a) Provides an available WAV on demand;
- (b) Reduces wait times for accessible service through co-ordinated dispatching;
- (c) Uses technology to allow for continued engagement by industry users, including opportunities to provide ongoing feedback on the service that is provided;
- (d) Provides options for service provider type – Accessible VFH Vehicles. Accessible driver and vehicle license holders' participation in the centralized dispatch for on-demand wheelchair accessible vehicle service is voluntary.

- D3.2 Improved safety

- (a) Trained and qualified drivers – all drivers within the system are required to complete accessibility training and Building Cultural Competency Training, this would be verified by VFH office;
- (b) Increased confidence – knowing that the most direct or economical route was taken and tracked for reference and auditing processes.

- D3.3 Improved tracking of trips and wait times

- (a) Trip dispatch system tracks the trip, including the time of request, duration (distance and time) of the route taken, to drop-off location and payment;
- (b) System would allocate trip request to nearest available WAV, allow user to receive an email or text when vehicle is near, and record client trip history.

- D3.4 Provide incentives to VFH approved drivers and accessible vehicle owners
- (a) Potential financial incentives for accessible drivers and vehicle owners who participate in the centralized accessible dispatch system;
 - (b) Use of technology will allow for continued engagement by industry users and their ability to provide on-going feedback on the service that is provided and have service providers compensated for this;
 - (c) Reduced down time by allocating fares and allowing drivers to accepting fares nearest to them;
 - (d) System technology support:
 - (i) Mapping/Route tools to know the quickest route for the trip destination;
 - (ii) Innovative dispatch software, including soft meter technology;
 - (e) Record of trip history and shift summary.

D4. SCOPE OF SERVICES

- D4.1 The Work to be done under the Contract shall consist of an on-demand accessible service program which council has approved as a fulltime program to address improvements to accessible on-demand service, in line with the needs of both citizens and the Vehicles for Hire industry.

for the period from January 1, 2026 until December 31, 2026, with the option of ten(10) mutually agreed upon one(1) year extensions.

- D4.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D4.1.2 Changes resulting from such negotiations shall become effective on January 1 of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D4.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D4.2 The major components of the Work are as follows:
- (a) Provide a customizable 24/7/365 universal access point where users can request via telephone, website, or mobile application, an on-demand wheelchair accessible vehicle for hire (WAV).
 - (b) Provide on-going operation, support, maintenance, and training of the on-demand dispatch system (WPG WAV or Winnipeg WAV)
 - (c) Provide and install hardware devices in each participating wheelchair accessible vehicle (WAV) such as a secondary mobile data terminal or tablet device, in parallel with their primary dispatcher device in terms of accessible driver's status (signed on, booked on, meter on).
 - (d) Provide accurate data collection and evaluation tools for the on-demand dispatch system, across all active WAV drivers and WAV vehicles, including all trip data for analysis and reporting.
 - (e) Make ongoing WAV driver eligibility updates (WAV drivers added or removed) in real time when information is supplied from the VFH office daily during regular business hours.
 - (f) Make ongoing WAV vehicles eligibility updates (WAV vehicle added or removed) in real time when information is supplied from the VFH office daily during regular business hours.
- D4.3 The City intends to complete the following stages within twelve (12) weeks of date of the Award of Contract.

- (a) Project Implementation Plan
- (b) Technology customization
- (c) User Acceptance Testing (UAT)
- (d) Installation of Hardware Devices
- (e) WAV Driver Training
- (f) Implementation / Go-Live

D4.3 Notwithstanding D4.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2026.

D4.3.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.

D4.4 Notwithstanding D4.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D4.5 The funds available for this Contract are

- (a) One-time setup and customization of On-Demand Centralized Dispatch System of up to \$125,000.
- (b) On-going yearly dispatch operation, hardware and software, including maintenance and training, of up to \$15,000 per month

D5. COOPERATIVE PURCHASE

D5.1 The Contractor is advised that this is a cooperative purchase.

D5.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.

D5.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.

D5.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.

D5.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.

D5.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:

- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and

- (d) any additional delivery charge identified and accepted in accordance with clause D5.4 and D5.5 will apply.

D5.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D5.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D6. DEFINITIONS

D6.1 When used in this Request for Proposal:

- (a) **“Accessible vehicle”** means a vehicle constructed and equipped to permit the loading, transportation and off-loading of individuals who use a wheelchair, or similar device which can accommodate a seated individual, and who cannot self-transfer; and driven by an individual who is physically capable of providing, and trained to provide in compliance with the requirements of the Vehicle for Hire By-law No. 129/2017, transportation services to individuals who use a wheelchair, or similar device which can accommodate a seated individual, and who cannot self-transfer;
- (b) **“AICPA”** means stands American Institute of CPAs;
- (c) **“Cloud computing”** means the delivery of computing services – including servers, storage, databases, networking, software, analytics and intelligence – over the Internet (“the cloud”);
- (d) **“Confidential Information”** means any and all information concerning the City, the WAV project, and the Services, that is supplied by or to which access is given to the Consultant by the City or Users or which in any other way comes into the possession or knowledge of the Contractor during the course of performance of the Services (regardless of format or medium), the Solution and this Contract.
- (e) **“eDiscovery”** means a process of identifying, preserving, collecting, analyzing, reviewing, and producing electronically stored information (ESI). Structured and unstructured data analysis is at the core of eDiscovery;
- (f) **“FIPPA”** means “The Freedom of Information and Protection of Privacy Act”;
- (g) **“FIPS”** means Federal Information Processing Standard (FIPS) 140-2;
- (h) **“Google Analytics”** mean a web analytics service offered by Google that tracks and reports website traffic, currently as a platform inside the Google Marketing Platform brand;
- (i) **“GPS”** means global positioning system;
- (j) **“ISO”** means International Organization for Standardization;
- (k) **“ISO/IEC 27001”** means the information security management international standard 27001 developed to promote security of information systems through quality system management;
- (l) **“ISO/IEC 27001:2015”** means the information security management international standard 27001 developed to promote security of information systems through quality system management;
- (m) **“ISO/IEC 27017”** means information security management international standard 27017. It provides additional implementation guidance for relevant information security controls specified in ISO/IEC 27002 that are applicable to the provision and use of cloud computing services;
- (n) **“ISO/IEC 27018”** means an addendum to security standard part of the ISO/IEC 27000 family of standards. It is an additional implementation guidance for privacy controls specified in ISO/IEC 27001 that are applicable to the provision and use of cloud computing services;
- (o) **“Key Personnel”** means those persons identified as such in the Proponent’s Proposal;

- (p) **“Messaging”** means the sending and processing of email and similar electronic communications;
- (q) **“Metadata”** means any data that describes or provides information about other data, including, without limitation, information about such other data’s context, content and structure;
- (r) **“PCI”** means Payment Card Industry (PCI) Data Security Standard;
- (s) **“PCI compliant”** means validated compliance with the PCI standards set up by the PCI Security Standards Council to protect customer information and improve security;
- (t) **“PHIA”** means “The Personal Health Information Act”;
- (u) **“Proponent”** means any Person or Persons submitting a Proposal for Services; as defined in the RFP;
- (v) **“Proponent Representative”** means the Person authorized by the Proponent to be responsible for the Proponent’s communications with the City with respect to this RFP and the Contract, and shall be identified as such in all communications with the City during the bidding, evaluation, contracting, and Work stages. For the avoidance of doubt, where the Proponent is a partnership or joint venture pursuant to B9.2(b), or B9.2(e), the Proponent must designate one of the corporate entities forming same to be the Proponent Representative;
- (w) **“Proponent Representative Contact Individual”** means the individual who shall be responsible for all of the Proponent’s communications with the City with respect to the RFP and/or the Contract, as applicable;
- (x) **“Proponent Service Lead”** means, where the Proponent is a partnership or joint venture pursuant to B9.2(b) or B9.2(e), that Person who shall be performing the majority of the Services. For the avoidance of doubt, if the Proponent is a single legal entity then the terms Proponent Service Lead and Proponent are interchangeable. In the event that a Proponent intends for a Subcontractor to perform the majority of the Services, then, in such a case, Proponent Service Lead shall mean that legal entity performing the majority of the Services and who employs the Key Personnel;
- (y) **“REST”** means representational state transfer;
- (z) **“SOC”** means Service Organization Control: developed by the American Institute of CPAs (AICPA);
- (aa) **“SOC 1”** means a report or documentation of the internal controls that are likely to be relevant to an audit of a customer’s financial statement;
- (bb) **“SOC 2”** means defined criteria for managing customer data based on five “trust service principles”—security, availability, processing integrity, confidentiality and privacy “SOC3” is a simplified version of SOC2 report;
- (cc) **“Solution”** means the central dispatch service to be prepared and delivered to the City under this Contract.
- (dd) **“SSAE-16 SOC 2”** means Type 2 stands for Standards of Attestations Engagement No. 16, System and Organizations Controls Report 2, Type 2. This AICPA-developed auditing report assesses how well organizations handle data security, system privacy, data confidentiality and data processing processes;
- (ee) **“Supply Chain Disruption”** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption;
- (ff) **“UAT”** means user acceptance testing;
- (gg) **“User”** means any citizen who utilizes the Solution for the purposes of booking, tracking, riding, or otherwise requesting or interacting with the City with respect to a WAV.
- (hh) **“VFH”** means Vehicles for Hire;

- (ii) **“VFH Office”** means the Vehicles for Hire office or authorized personal from the Vehicles for Hire office;
- (jj) **“WAV Driver”** means an individual registered with the WAV centralized dispatch which authorizes an individual to operate and to provide, or offer to provide, transportation service by way of an accessible vehicle;
- (kk) **“WAV” or “WAV Vehicle”** means an approved VFH wheelchair accessible vehicle meeting D409 standards and registered with the WAV centralized dispatch which authorized the vehicle to operate as a WAV vehicle;
- (ll) **“WPG WAV”** means Winnipeg Wheelchair Accessible Vehicle or Winnipeg WAV.

D7. CONTRACT ADMINISTRATOR

- D7.1 The Contract Administrator is:
Grant Heather, BA, CPA, CGA
Manager of Vehicles for Hire
Telephone No. 204- 986-2785
Email Address.: gheather@winnipeg.ca
- D7.2 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.

D8. CONTRACTOR'S SUPERVISOR

- D8.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.
- D8.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.
- D8.2.1 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.

D9. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D9.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation (“CSSR”) to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D9.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D9.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;

- (e) inform the public when accessibility features are not available;
- (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
- (g) providing adequate training of staff and documentation of same.

D10. UNFAIR LABOUR PRACTICES

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

D11. INFORMATION MANAGEMENT

- D11.1 The following provisions are in addition to any preceding obligations of confidentiality contained in this document. All requirements apply to the Contractor. Further, where the Services &/or Work is being provided by a third party (either by a Subcontractor or authorized third party reseller), the Contractor represents and warrants that it will ensure that the third party meets all of the relevant requirements of the Information Management clauses and will assume responsibility and liability for the third party's compliance or non-compliance.

- D11.2 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA") and Personal Health Information Act ("PHIA") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with FIPPA and PHIA.
- D11.3 The Contractor:
- (a) Shall be deemed to be an Information Manager as that term is defined in FIPPA;
 - (b) Shall be responsible to ensure that all Personal Information is collected, stored, used, disclosed or destroyed only and strictly in accordance with the Contract; and
 - (c) Shall, in respect of all Personal Information, implement and comply with the security requirements, controls, policies, and standards set out in the Contract and the Specifications.
- D11.4 While this Contract is in effect, and at all times thereafter, the Contractor shall treat as confidential any and all Confidential Information which it acquires or that is collected, stored, used, disclosed or destroyed, or to which it is given access, or which in any other way it comes into possession or knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D11.5 The Contractor shall comply with section 44.1 of FIPPA, and more generally, any collection, storage, use, disclosure or destruction of Personal Information by the Contractor shall be in compliance with FIPPA and PHIA.
- D11.6 Further to C23 of the General Conditions, all Confidential Information is and shall remain the property of the City.
- D11.7 The Contractor shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the Contract Administrator. The Contractor shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the Bid Opportunity, the Contract, the Work, the City, or the Confidential Information without the prior written consent of the Contract Administrator.
- D11.8 While this Contract is in effect and at all times thereafter the Contractor shall: (a) only collect, store, use, disclose or destroy the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract:
- (a) ensure that access to the Confidential Information is only provided or permitted a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (b) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (c) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the Contract Administrator; and
 - (d) inform its Subcontractors of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Subcontractors comply with those obligations, including (but not limited to) binding said Subcontractors to terms no less strict than those herein through written confidentiality agreements.
- D11.9 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the Contract Administrator.

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

SUBMISSIONS

D12. AUTHORITY TO CARRY ON BUSINESS

- D12.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D13. SAFE WORK PLAN

- D13.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D13.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D14. INSURANCE

- D14.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least 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, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) Non-owned automobile insurance for bodily injury, death, and damage to property to be used directly or indirectly in the performance of the Work in the amount of at least five million dollars (\$5,000,000). Such coverage may be provided on a stand-alone policy or included in the commercial general liability coverage; Deductibles shall be borne by the Contractor.
- D14.2 Deductibles shall be borne by the Contractor.

- D14.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D14.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D14.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D14.6 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.

D15. COMMENCEMENT

- D15.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.
- 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 D12;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D13;
 - (iv) evidence of the insurance specified in D14; and
 - (v) the direct deposit application form specified in D30.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16. WORKING DAYS

- D16.1 Further to C1.1(ss), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D16.2 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D16.3 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D16.4 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D17. TOTAL PERFORMANCE

- D17.1 The Contractor shall achieve Total Performance by December 31, 2026.
- D17.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the

Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.

- D17.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.

D18. LIQUIDATED DAMAGES

- D18.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D3, D4, E3 and E4 of the Contract, the Contractor shall pay the City \$500 dollars per Working Day for each and every Working Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified.
- D18.2 The amount specified for liquidated damages in D18.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D18.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

D19. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D19.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D19.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D19.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D19.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D19.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D19.5 The Work schedule, including the durations identified in D4 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D19.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D20. REPLACEMENT OF KEY PERSONNEL

- D20.1 For the avoidance of doubt, the City expects that the Work and Services shall actually be performed by the Proponent Service Lead, as/if identified in the Proposal, and that the Key Personnel who formed the basis of the Proponent's evaluation shall be employed by same and perform Services/Work under this Contract for the duration of the Term. Should a Key Personnel, at any point during the Term, not be able to perform Services as identified in the Proposal for any reason, including, but not limited to, leaving the employ of the Contractor or Proponent Service Lead or Subcontractor, then the Contractor shall immediately inform the City

of same, and shall provide the City with a suitable replacement individual who shall become a Key Personnel under this Contract once the City has, acting reasonably and in regard to said individual's qualifications and experience, approved such a replacement.

- D20.2 Should the Contractor not comply with D20.1, then such a failure shall be considered an Event of Default pursuant to C18.

D21. JOB MEETINGS

- D21.1 Regular job meetings will be held with a frequency to be determined by the City. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings. If the Contractor is, for the purposes of the Contract, composed of two or more legal entities which were identified in the Proposal, then a representative of each entity must attend each meeting.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings or excuse representatives whenever they deem it necessary.

D22. SAFETY

- D22.1 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.
- D22.2 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.
- D22.3 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;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated;

D23. SITE CLEANING

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D24. INSPECTION

- D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D25. DEFICIENCIES

- D25.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D26. ORDERS

- D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D27. RECORDS

- D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D27.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) user name(s) and addresses;
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D27.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D28. WINNIPEG CLIMATE ACTION PLAN AND ANNUAL FUEL REPORTING

- D28.1 The Contractor shall submit to the Contract Administrator for approval no later than March 31st of each year of the Contract and following the end of a Contract, a detailed report (for the reporting period January 1st to December 31st of each calendar year) that includes accurate quantities of each type of fuel consumed for motor vehicles and equipment used in performing the Work, including the following details:
- D28.2 If the total fuel use of all fuels combined is estimated to be less than 10,000 litres, report to the Contract Administrator that the fuel use does not meet the reporting threshold, otherwise;
- D28.3 Total fuel use (in litres) for each fuel type consumed, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable)
- D28.4 If fuel use (in litres) is not available – total vehicle kilometers travelled, sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D28.5 If fuel use (in litres) and vehicle kilometers travelled are not available – total vehicle usage (in hours), sorted by vehicle/equipment type (light duty passenger, light duty pick-up, heavy duty, off-road) and year (where applicable).
- D28.6 Any other information requested by the Contract Administrator.
- D28.7 The City will use the reports to track and report on total greenhouse gas production from vehicle use in both City operations and City contracted services. This initiative aims to reduce air pollution and the production of greenhouse gas emissions while demonstrating the City's commitment to environmental sustainability in implementing the Winnipeg Climate Action Plan.

MEASUREMENT AND PAYMENT

D29. INVOICES

- D29.1 Further to C12, the Contractor shall submit an invoice for each month of delivered service for work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: 204- 949-0864
Send Invoices to CityWpgAP-INVOICES@winnipeg.ca
Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca
- D29.2 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.
- D29.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D30. PAYMENT

- D30.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D31. PAYMENT SCHEDULE

- D31.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D32. WARRANTY

- D32.1 Warranty is as stated in C13.

DISPUTE RESOLUTION

D33. DISPUTE RESOLUTION

- D33.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D33.
- D33.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"
- D33.3 The entire text of C21.5 is deleted, and amended to read:
- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.
- D33.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):
- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
 - (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.
- D33.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

- D33.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D33.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D33.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D33.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D34. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D34.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D34.2 Further to D34.1, in the event that the obligations in D34 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D34.3 For the purposes of D34:
- (a) "**Government of Canada**" includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) "**Government of Manitoba**" includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D34.4 Modified Insurance Requirements
- D34.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D34.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D34.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D34.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D34.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.

D34.5 Indemnification By Contractor

- D34.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D34.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.

D34.6 Records Retention and Audits

- D34.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D34.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D34.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.

D34.7 Other Obligations

- D34.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D34.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D34.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D34.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted

accounting principles in effect in Canada, including those principles and standards approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

- D34.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D34.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

D35. ADJUSTMENTS FOR CHANGES IN LAWS, TAXES OR TARIFFS

- D35.1 Further to C12.4 and subject to C6.13, the Contract Price shall be adjusted if any change in a law or tax imposed under the Excise Act, the Excise Tax Act, the Customs Act, the Customs Tariff, The Mining Tax Act (Manitoba), or The Retail Sales Tax Act (Manitoba), by an act of the Congress of the United States of America, or by Executive Order by the President of the United States under the International Emergency Economic Powers Act of the United States of America or similar legislation:
- (a) occurs after the Submission Deadline;
 - (b) applies to Material; and
 - (c) affects the cost of that Material to the Contractor.
- D35.1.1 Further to C12.5, if a change referred to in C12.4 occurs, the Contract Price shall be increased or decreased by an amount equal to the amount that is established, by an examination of the relevant records of the Contractor, to be the increase or decrease in the cost incurred that is directly attributable to that change, and which the Contractor has proven to the Contract Administrator represents the minimum amount of increase necessary in order to obtain necessary Material or Plant. For the avoidance of doubt, the Contractor shall be required to provide satisfactory proof that it has investigated alternative options for obtaining equivalent Material or Plant and reducing or eliminating the increase in Contract Price, up to and including entering into purchase agreements with vendors located in other jurisdictions, in order for Contractor to be able to avail itself of the increase in Contract Price permitted

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. CENTRALIZED ON-DEMAND WHEELCHAIR ACCESSIBLE VEHICLE (WAV) DISPATCH SERVICE

- E2.1 The Contractor shall provide a solution for effective on-demand central dispatch for wheelchair accessible vehicles (WAV), as well as on-going operation, support, maintenance and training of the on-demand dispatch system (WPG WAV or Winnipeg WAV), in accordance with the requirements hereinafter specified.

E3. SERVICES

- E3.1 Item No. 1 - Project Implementation Plan - The Contractor shall provide The City's project team with a proposed implementation plan, and work with The City's project team to confirm the implementation plan based on an approximate Go-Live within twelve (12) weeks after contract award.
- E3.2 Item No. 2 - Technology customization for The City of Winnipeg - The Contractor shall work with The City's project team to ensure the solution is customized for The City's brand and specific data collection requirements
- E3.3 Item No. 3 - User Acceptance Testing (UAT) - The Contractor shall work with The City's project team to perform system testing, performance testing, full User Acceptance Testing (UAT), and vulnerability testing prior to implementing the solution to a Go-Live state and before the commencement of training.
- E3.4 Item No. 4 - Supply and installation of Hardware Devices - The Contractor shall work with the City and WAV owners to supply and install the approved hardware devices in each WAV vehicle. The Contractor shall provide and install hardware devices in each participating wheelchair accessible vehicle (WAV) such as a secondary mobile data terminal or tablet device, in parallel with their primary dispatcher device in terms of accessible driver's status (signed on, booked on, meter on).
- E3.5 Item No. 5 WAV Driver Training - The Contractor shall provide a detailed training plan inclusive of instructor led training. This includes all dispatch system training for current accessible drivers. Training material should include system and application documentation in both soft and hard copies. The Contractor shall provide training opportunities for initial WAV drivers. The Contractor shall provide all relevant training materials to be reviewed, and approved by The City.
- E3.6 Item No. 6: Implementation / Go-Live - The Contractor shall work with The City's project team to plan and prepare for the fully tested system to go-live.
- E3.7 Item No. 7: Post Go-Live – The Contractor shall provide on-going communication, support, maintenance and training including diagnosing and solving issues that may arise. This may also include technology updates. The Contractor shall provide training opportunities for additional WAV drivers as they obtain their WAV driver's licence throughout the contract. The Contractor

shall provide on-going operation, support, maintenance and training of the on-demand dispatch system (Winnipeg WAV).

E4. BUSINESS AND FUNCTIONAL REQUIREMENTS

E4.1 Communication with The City

- (a) The Contractor shall provide and maintain an emergency telephone number which The City can contact the WAV Central Dispatch service management or ownership and receive a telephone response within ninety (90) minutes 24/7/365.
- (b) The Contractor shall provide and maintain an email address which The City can send, and the WAV Central Dispatch service can receive, email communication 24/7/365, and respond within twenty-four (24) hours of receiving the request.
- (c) The Contractor shall provide a solution that is consistent with the Vehicles for Hire By-law No. 129/2017.

E4.2 Dispatch Experience for Customers

- (a) The Contractor shall ensure that the Solution allows the user to request a ride, track their wait and then the trip, have a profile, and allow for payment in accordance with the VFH By-law.
- (b) The Contractor shall provide a single telephone number, an online website, and a mobile application for the public to connect to the Winnipeg WAV Central Dispatch service to request on-demand vehicles for hire service 24/7/365.
- (c) The Contractor shall identify and dispatch the first available accessible WAV vehicle in the closest proximity to the required location. If the first closest accessible WAV vehicle is not available than the accessible WAV vehicle in the next closest proximity to the required location shall be identified and dispatched, until the request is able to be met in accordance with the parameters to be agreed with the City.
- (d) The Contractor shall provide customization for specific Winnipeg operations, including but not limited to images, logos, header/footer information, and colour scheme.
- (e) The Contractor shall allow for storage of customer profile and information to ensure easy access to current and historical booking information to assist customer service and provide a better customer experience.
- (f) The Contractor's mobile application shall be at a minimum compatible with Android and Apple iOS platforms.
- (g) The Contractor shall be able to provide trips that require certified service animal or specialty mobility devices as needed.
- (h) The Contractor shall ensure that the Solution requires customers to review and accept terms of use in order to download and use the Solution, the terms of which shall be determined by the City in its sole discretion.

E4.3 Dispatch Technology for WAV Drivers and WAV Vehicles

- (a) The Contractor shall ensure ongoing WAV driver eligibility updates (WAV drivers added or removed) in real time when information is supplied from the VFH office daily during regular business hours.
- (b) The Contractor shall ensure ongoing WAV vehicles eligibility updates (WAV vehicle added or removed) in real time when information is supplied from the VFH office daily during regular business hours.
- (c) The Contractor shall provide, track and install hardware devices with approved VFH office specification into each participating wheelchair accessible vehicle (WAV). For the avoidance of doubt, and without limiting any of the City's rights pursuant to the General Conditions of this Agreement, the Contractor shall be solely responsible for any damages that may occur to a WAV as a result of the installation of the hardware device.

- (d) The Contractor shall ensure that the Solution requires drivers to review and accept terms of use in order to download and use the Solution, the terms of which shall be determined by the City in its sole discretion.

E4.4 WAV Central Dispatch Response

- (a) The Contractor shall provide customers and the VFH office with real- time information on available and dispatched WAV vehicles through the mobile application.
- (b) The Contractor shall register user requests, as received, in a systematic database, and allocates the trip to the nearest available WAV vehicle.
- (c) The Contractor shall provide customers and the VFH office, through GPS tracking, with real-time information on trip data, from the time of request, duration and mapping of the route taken, to drop off location and payment.
- (d) The Contractor shall provide the VFH office backend access to the GPS mapping function to see what vehicles and drivers are logged on, driver status as well as their current location.
- (e) The Contractor shall provide Customer reporting to the VFH office on customer data as required by VFH office. The reports shall include but not limited to:
 - (i) Date and time of customer request for service
 - (ii) Location of customer request for service (Latitude/Longitude)
 - (iii) Origin and number of customer request for service for each method (Phone/Online/App)
 - (iv) Number of trips canceled after request for service was dispatched
 - (v) Final trip status of each customer request for service
 - (vi) Payment type and amount if required
- (f) The Contractor shall provide Driver and Vehicle reporting to the VFH office on active and available vehicles, including the number of trips completed or declined, time of trips and other reporting data as required by VFH office. The reports shall include but not limited to:
 - (i) Date and time of accessible driver when request for service accepted
 - (ii) Location of accessible driver when request for service accepted (Latitude/Longitude)
 - (iii) WAV vehicle identification number when request for service accepted
 - (iv) WAV driver number of accessible driver when request for service accepted
 - (v) Date and time the accessible driver arrives at pick-up location
 - (vi) Date and time of customer drop off
 - (vii) Location of customer drop off (Latitude/Longitude)
 - (viii) Driver and vehicle log on details
 - (ix) Driver reviews/vehicle review
 - (x) Acceptance rate
- (g) The Contractor shall provide accurate data collection and evaluation tools for the on-demand dispatch system, including but not limited to accurate wait time information across all active WAV drivers and WAV vehicles, as well as collection of all trip data for analysis and reporting. The data shall include but not limited to:
 - (i) Average time for accessible driver to accept dispatched trip
 - (ii) Accessible WAV trips
 - (iii) Number of trips unaccommodated (including date/time and reason)
 - (iv) Average customer wait-times (request for service to driver arrival)
 - (v) Customer phone request for service wait times
 - (vi) Number of trips being reassigned due to driver unavailability
 - (vii) Number of trips with service animals
 - (viii) Number of trips with specific company being requested
 - (ix) Any system downtime information

- (x) Total number of trips per WAV driver and WAV vehicle
- (xi) Quantitative customer feedback metrics and information (customers will still be advised to contact 311 to report qualitative compliments or complaints)
- (xii) Accessible driver feedback metrics and information

E4.5 Support and Maintenance

- (a) The Contractor shall confirm in writing that all functionality being described within your proposal is available within the current version of the solution which is in full production and not any kind of testing or development phase.
- (b) The Contractor shall provide the VFH office in writing any issues including customer concerns and service complaints regarding the solution. Include a description of the response time, severity and priority levels, mechanisms for support, and the escalation process.
- (c) Prior to installation, the Contractor shall provide a detailed implementation plan at the commencement and a detailed transition plan at the expiration of the contract regarding what measures will be taken to minimize interruptions to service delivery.
- (d) The Contractor shall also provide detailed end of contract transition plans. These implementation and transition plans will be required to be signed off by The City.

E5. TECHNICAL REQUIREMENTS

E5.1 Security

- (a) The Contractor shall provide a copy of their information security policy.
- (b) The Contractor shall provide a copy of the results from the most current penetration testing for the version of the proposed solution to The City's Corporate Security Information Security group to review.

E5.2 Information Privacy/Data Recovery & Compliance

- (a) The Contractor shall build the Winnipeg WAV solution to reflect applicable City FIPPA requirements such as collection notification statements.
- (b) The Contractor shall build the Winnipeg WAV solution to reflect applicable City PHIA requirements, such as collection notification statements.
- (c) The Contractor shall be PCI compliant and provide a copy of the PCI certification and /or attestation of compliance report, if applicable.
- (d) The Contractor shall sign the Information Management agreement with The City.

E5.3 Business Continuity

- (a) The Contractor shall provide a copy of their Business Continuity Plan.

E5.4 Standards / Auditing

- (a) The Contractor shall provide a copy of certification level (or compliance report) in any of the following:
 - (i) ISO/IEC 27001
 - (ii) ISO/IEC 27017
 - (iii) ISO/IEC 27018
 - (iv) SSAE-16 SOC2
 - (v) SOC3

E5.5 Change and Release Management

- (a) The Contractor shall provide a detailed schedule of change management and release management for rolling out bug fixes, minor changes or new releases for the proposed solution.

- (b) The Contractor shall provide a schedule of planned maintenance outages for the upcoming year, including date, time, expected duration and details of the maintenance work to be performed.

E6. TRAINING AND SUPPORT

E6.1 Training and Support:

- (a) The Contractor shall provide an onboarding session to introduce the platform, subscription details, communication structure between The City and Contractor, and provide a demonstration of how to fully utilize the proposed solution.
- (b) The Contractor shall provide the onboarding session either online or in-person, but shall allow for two-way communication between the Contractor and the City.
- (c) The Contractor shall provide troubleshooting resources online or in-person when required.
- (d) The Contractor shall provide ongoing advice and guidance to VFH Office and IT Administrators on the adoption of upgrades and changes to the platform when/where available.

E6.2 On-going Support and Service

- (a) The Contractor shall provide unlimited access to system.
- (b) The Contractor shall provide continued Maintenance of PCI Compliant Payment Devices, if applicable.
- (c) The Contractor shall provide ongoing Contractor support and maintenance services for all software and hardware components.
- (d) The Contractor shall be available for technical support and assistance to the City via a local Winnipeg telephone number or a toll-free telephone number at which service and support requests may be placed from Monday-Friday, 8:00 A.M. – 4:30 P.M. Central Standard Time excluding statutory holidays.
- (e) The Contractor shall provide timely (within 24-hours) access to reports and analytics.

E7. RECORD KEEPING REQUIREMENTS

E7.1 The Solution provided by the Contractor shall:

- (a) Assign records management actions to users based on roles (e.g. create, read, modify, delete, etc.);
- (b) Provide the functionality of exporting records and associated metadata into human-readable/viewable formats for manual recordkeeping and management in external locations;
- (c) Produce a report detailing success or failure during the export process (including identification of those records which generated errors or were not successfully exported;
- (d) Allow users with appropriate role-based access to permanently delete records that have been authorized for legal destruction by The City; and
- (e) Produce a certificate or report of deletion of records and associated metadata.

APPENDIX

APPENDIX 1 – FIPPA SECTION 44.1(1)-(5)

APPENDIX 2 – PHIA SECTION 25