



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 742 -2022**

**WINNIPEG TRANSIT FARE PRODUCT SALES AGENTS-INDEPENDENT AGENTS**

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

B1.1 WINNIPEG TRANSIT FARE PRODUCT SALES AGENTS – INDEPENDENT AGENTS

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, November 29, 2022.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. INTENT**

B3.1 The City of Winnipeg is undertaking to obtain sales agents for Transit fare product sales. The City of Winnipeg is hoping to award a contract to a Contractor, or a number of Contractors, who will sell Transit fare products on behalf of the City of Winnipeg.

B3.2 A corporate chain may submit a proposal as an independent agent for an individual location of its chain, for an area requested in this Request for Proposal.

B3.3 The City reserves the right to select at least one (1) FPSA in each of the areas stated in Appendix A. The City reserves the right to select as many FPSAs as necessary, in each area stated in Appendix A, to complete the Work

### **B4. TRANSIT FARE SALES AGENT MODEL**

B4.1 The Transit fare media system uses smart cards, which has an embedded microchip to monitor fare transactions and stored balances. The current sales model is as follows:

- (a) Retail agents sell Loadable Smart Cards, and load or reload the Smart Cards with Transit fare products or E-Cash value. Transit fare products and value are loaded onto the cards and are immediately available for use;
- (b) City of Winnipeg locations sell Loadable Smart Cards, and load or reload the Smart Cards with Transit fare products or E-Cash value. The Transit fare products and E-Cash value are loaded on the cards and are immediately available for use.
- (c) Customers can load or reload Transit fare products and E-Cash value onto Loadable Smart Cards on-line. In this situation the fare product or E-Cash value will be loaded onto the Smart Card by the bus farebox, when next presented to the bus farebox, not sooner than the following day;
- (d) Customers can call a central telephone line (311) to load or reload Transit fare products or E-Cash value onto the Smart Card. In this situation the fare products and E-Cash to be loaded onto the Smart Card by the bus farebox when next presented to the bus farebox, not sooner than the following day.
- (e) The sole purpose of this project is to award the work of selling loadable Smart Cards and loading Transit fare products and E-cash onto Smart Cards to Independent retail agents. Awarded agents will have the option to also sell paper bus tickets and paper bus passes. It is possible the paper products will be phased out in the future.

### **B5. ENQUIRIES**

B5.1 All enquiries shall be directed to the Contract Administrator identified in D6.

B5.2 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.

- B5.3 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.
- B5.4 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.
- B5.5 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.
- B5.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B5. unless that response or interpretation is provided by the Contract Administrator in writing.
- B5.7 Any enquiries concerning submitting through MERX should be addressed to:  
MERX Customer Support  
Phone: 1-800-964-6379  
Email: merx@merx.com

## **B6. CONFIDENTIALITY**

- B6.1 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.
- B6.2 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.

## **B7. ADDENDA**

- B7.1 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.
- B7.2 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.
- B7.3 Addenda will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B7.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.5 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.
- B7.6 Notwithstanding B5, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D6.

## **B8. SUBSTITUTES**

- B8.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B8.3 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.
- B8.4 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.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 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.
- B8.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B22.
- B8.9 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.

## **B9. PROPOSAL SUBMISSION**

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and

(b) Form B: Commissions.

B9.2 The Proposal should also consist of the following components:

- (a) Business Plan (Section C) in accordance with B12; and
- (b) Training Plan (Section D), in accordance with B13.

B9.3 Further to B9.1 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.

B9.4 Further to B9.2, 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.

B9.5 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

B9.6 The Proposal shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com).

B9.6.1 Proposals will **only** be accepted electronically through MERX.

B9.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B22.1(a).

B9.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

## **B10. PROPOSAL**

B10.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

B10.2 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 his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.

B10.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B10.4 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 his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;

- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

## **B11. COMMISSIONS**

B11.1 The Bidder shall state a commission percentage, up to a maximum of 1 percent, for Item 1 identified on Form B: Commissions.

B11.2 The Bidder shall state a value as a flat commission, up to a maximum of \$0.25 per unit, for Item 2 on Form B: Commissions.

B11.2.1 Notwithstanding C12.2.3, Commissions on Form B: Commissions shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B11.3 The quantities listed on Form B: Commissions are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B11.4 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.

B11.5 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B12. BUSINESS PLAN (SECTION C)**

B12.1 Proposals should include details of their Business Plan, including but not limited to:

- (a) Street address of the Proponent's location, also identifying the specific geographical location of the location as follows:
  - (i) Assiniboine Avenue up to Portage Avenue and between Main Street and Edmonton Street. Map 1 is located in Part F- Appendices;
  - (ii) Lansdowne Avenue up to Leila Avenue and between Sinclair Street and McPhillips Street. Map 2 is located in Part F- Appendices;
  - (iii) Regent Avenue up to Kildare Avenue and between Day Street and Redonda Street. Map 3 is located in Part F- Appendices;
  - (iv) Point Douglas Ward. Map 4 is located in Part F Appendices; and
  - (v) Daniel McIntyre Ward. Map 5 is located in Part F Appendices.
  - (vi) Fort Gary-East Fort Rouge Ward. Map 6 is located in Part F Appendices; and
  - (vii) Any other potential location that falls outside of the specified geographic locations identified in B12.1(a)(i) through B12.1(a)(vi).
- (b) Proponent's number of years operating from this location and in this capacity;
- (c) Current hours of operation Monday through Friday of the Proponent's retail location. Include proposed hours of operation for the Fare Product Sales Agent (FPSA) role;
- (d) Current hours of operation weekends (and holidays) of the Proponent's retail location. Include proposed hours of operation for the FPSA role;
- (e) Current average daily number of customers of all kind;



- (f) Proximity to a Transit Bus Stop. State in meters, how far away the location is to the nearest Transit Bus Stop;
- (g) Proximity to the closest City of Winnipeg Service Centre and any FPSA Chain Agents (Shoppers Drug Mart, 7-11), or other independent FPSA;
- (h) Describe the plan for locating an Attended Add Value Machine (AAVM) in the retail location listed above;
- (i) Describe any security features currently in place, or to be added to ensure security for the AAVM;
- (j) Describe current staffing and proposed staffing of the retail location relative to the FPSA;
- (k) Describe the current rate of staff turnover on an annual basis of the retail location;
- (l) State total annual complement of full-time and part-time employees; and
- (m) Any other Business component that the Proponent feels is relevant to this Request for Proposal that indicates current or proposed Business practices.

### **B13. TRAINING PLAN (SECTION D)**

B13.1 Proposals should include details of a Training Plan, including but not limited to:

- (a) How the Proponent intends to orient and train existing and new staff to sell Transit Fare Products as FPSA;
- (b) Describe how, as a FPSA agent, your organization will address staff errors or weakness in the sale of Transit fare products; and
- (c) Any other Training component that the Proponent feels is relevant to this Request for Proposal that indicates plans for initial or on-going training of employees.

### **B14. DISCLOSURE**

B14.1 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.

B14.2 The Persons are:

- (a) N/A

### **B15. CONFLICT OF INTEREST AND GOOD FAITH**

B15.1 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.

B15.2 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.

**B15.3** In connection with its Proposal, each entity identified in B15.2 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.

**B15.4** Without limiting B15.3, 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.

**B15.5** Without limiting B15.3, 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 B15.4 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.

**B15.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

## **B16. QUALIFICATION**

**B16.1** 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.

- B16.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B16.3 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 B16.4 and D7).
- B16.4 Further to B16.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at <http://www.accessibilitymb.ca/training.html> for anyone that may have any interaction with the public on behalf of the City of Winnipeg.
- B16.5 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.
- B16.6 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.

## **B17. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- B17.1 Proposals will not be opened publicly.
- B17.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at [www.merx.com](http://www.merx.com).
- B17.3 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).
- B17.3.1 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.
- B17.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

## **B18. IRREVOCABLE OFFER**

- B18.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B18.2 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.

**B19. WITHDRAWAL OF OFFERS**

B19.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

**B20. INTERVIEWS**

B20.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

**B21. NEGOTIATIONS**

B21.1 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.

B21.2 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.

B21.3 If, in the course of negotiations pursuant to B21.2, 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.

**B22. EVALUATION OF PROPOSALS**

B22.1 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 B16: (pass/fail)
- (c) Commissions; 10%
- (d) Business Plan; (Section C) 80%
- (e) Training Plan; (Section D) 10%

B22.2 Further to B22.1(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.

B22.3 Further to B22.1(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.

B22.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B22.1(a) and B22.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

- B22.5 Further to B22.1(c), Commissions will be evaluated considering the information provided on Form B: Commissions, and shall not exceed the allowable Commissions in accordance with, and as outlined in B11.
- B22.6 Further to B22.1(d), Business Plan will be evaluated considering the information provided in accordance with B12.
- B22.6.1 Proposals that achieve a score that is less than 60 points out of a possible 80 points (75%) for Business Plan (Section C) will be rejected and not considered further, in accordance with B22.3.
- B22.7 Further to B22.1(e), Training Plan will be evaluated considering the information provided in accordance with B13.
- B22.8 Further to B22.5 through B22.7 Proposals will be evaluated with proposals that are identified in the same geographical areas identified in B12.1(a)(i) through B12.1(a)(vii) inclusive.
- B22.9 Notwithstanding B22.1(d) to B22.1(e), where Proponents fail to provide a response to B9.2(a) to B9.2(b), the score of zero may be assigned to the incomplete part of the response.
- B22.10 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B20.
- B22.11 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.
- B22.12 This Contract may be awarded to multiple Proponents

### **B23. AWARD OF CONTRACT**

- B23.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B23.2 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.
- B23.2.1 Without limiting the generality of B23.2, 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.
- B23.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B23.4 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
- B23.4.1 The Contract documents as defined in C1.1(o)(ii) 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.
- B23.5 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.

**B23.6** If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

## PART C - GENERAL CONDITIONS

### C0. GENERAL CONDITIONS

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

## PART D - SUPPLEMENTAL CONDITIONS

### GENERAL

#### D1. GENERAL CONDITIONS

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

#### D2. BACKGROUND

D2.1 Winnipeg Transit is the public-transit agency, and the bus service provider, of the City of Winnipeg, Manitoba. Transit was established 128 years ago and ran by the City of Winnipeg. Transit operates a fleet of 640 buses to more than 5,000 bus stops. Winnipeg Transit carries almost 170,000 passengers on an average weekday

D2.2 Winnipeg Transit introduced an electronic fare system in 2016. Transit riders purchase a reloadable electronic Peggo card and load Transit fare products or e-cash onto the cards. Transit Fare Product Sales Agents use an AAVM machine to load Transit fare products or e-cash onto the Peggo cards. This device is operating in 90 locations across the City, allowing citizens to load Transit products onto their Peggo cards as well as read Smart Card balances.

#### D3. SCOPE OF SERVICES

D3.1 The Work to be done under the Contract shall consist of performing the duties of Fare Product Service Agents for the period from award of Contract until December 31, 2024 with the option of three (3) mutually agreed upon two (2) year extensions.

D3.1.1 The City may negotiate the extension option with the Contractor within one hundred eighty (180) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on January 1<sup>st</sup> of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D3.1.3 Bidders are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.2 The major components of the Work are as follows:

- (a) sales of Loadable Smart Cards;
- (b) sales and loading of Fare Products and E-Cash value onto Loadable Smart Cards; and
- (c) Optional sales of Winnipeg Transit Paper bus tickets and paper bus passes.

D3.2.1 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D3.3 The Work shall be done on an "as required" basis during the term of the Contract.

D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D3.3.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D3.4 Notwithstanding D3.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice



by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

#### **D4. COOPERATIVE PURCHASE**

- D4.1 The Contractor is advised that this is a cooperative purchase.
- D4.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D4.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D4.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D4.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D4.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
  - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
  - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
  - (d) any additional delivery charge identified and accepted in accordance with clause D4.4 and D4.5 will apply.
- D4.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.
- D4.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

#### **D5. DEFINITIONS**

- D5.1 When used in this Request for Proposal:
- (a) **"AAVM"** means the Attended Add Value Machine which is the device that the City will provide to the Fare Product Sales Agent to permit Smart Cards to be read and Fare Products or E-Cash value to be loaded onto a customer's Loadable Smart Card. The AAVM is an iPad, which requires connection to 120v AC power source and access to the Internet. The device is accompanied by a Bluetooth card reader and blue tooth printer. The AAVM and peripheral devices are subject to change;
  - (b) **"Attrition"** means the gradual reduction of the size of a work force that occurs when personnel lost through retirement or resignation are not replaced;
  - (c) **"E-Cash"** means the monetary value that passengers will use to pay for transit fares that will be loaded by the FPSA onto Loadable Smart Cards;
  - (d) **"Fare Media"** means a Loadable Smart Card;
  - (e) **"Fare Product"** means the product or e-cash value that a customer is purchasing and is adding on to a Smart Card (previously known as bus tickets or bus passes);
  - (f) **"FPSA"** means Fare Product Sales Agent;

- (g) **“Loadable Smart Card”** means a Smart Card that is purchased blank and then loaded and reloaded with Transit Fare Product or E-Cash value until the life of the Smart Card is reached;
- (h) **“may”** indicates an allowable action or feature which will not be evaluated;
- (i) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (j) **“Proponent”** means any Person or Persons submitting a Proposal for Services;
- (k) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (l) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, these General Conditions, the Supplemental Conditions, the Specifications, the Drawings and all addenda;
- (m) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale; and
- (n) **“Smart Card”** means a contactless smart card which is a pocket-sized card with embedded integrated circuits and antenna that can process and store data and communicate with a terminal via radio waves.

## **D6. CONTRACT ADMINISTRATOR**

D6.1 The Contract Administrator is:

James Marquis  
Account Manager

Telephone No. 204- 986-5242

Email Address.: jmarquis@winnipeg.ca

D6.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

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

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

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

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

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

## **D8. NOTICES**

- D8.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D8.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D8.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg  
Legal Services Department  
Attn: Director of Legal Services  
Facsimile No.: 204 947-9155

## **SUBMISSIONS**

### **D9. AUTHORITY TO CARRY ON BUSINESS**

- D9.1 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.

### **D10. INSURANCE**

- D10.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) The Contractor shall provide and maintain all risks property insurance on a replacement cost basis for all equipment supplied by the City including but not limited to the AAVM, card readers and printer while in their care, custody and control during the term of this agreement.
  - (b) The Contractor shall provide and maintain commercial crime Insurance to a minimum limit of \$10,000.00, including employee dishonesty, funds transfer fraud and computer fraud with a third-party extension. All insurance deductibles shall be borne by the Contractor.
- D10.2 Deductibles shall be borne by the Contractor.
- D10.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D10.4 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.
- D10.5 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.
- D10.6 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.

## **D11. CONTRACT SECURITY**

D11.1 If the Contract Price exceeds twenty-five thousand dollars (\$25,000.00), the Contractor shall provide and maintain contract security until the expiration of the warranty period in the form of:

- (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Form H1: Performance Bond), in the amount of three thousand dollars (\$3,000); or
- (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Winnipeg, in the form attached to these Supplemental Conditions (Form H2: Irrevocable Standby Letter of Credit), in the amount of three thousand dollars (\$3,000); or
- (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of three thousand dollars (\$3,000) of the Contract Price.

D11.1.1 Where the contract security is a performance bond, it may be submitted in hard copy or digital format. If submitted in digital format the contract security must meet the following criteria:

- (a) the version submitted by the Contractor must have valid digital signatures and seals;
- (b) the version submitted by the Contractor must be verifiable by the City with respect to the totality and wholeness of the bond form, including: the content; all digital signatures and digital seals; with the surety company, or an approved verification service provider of the surety company.
- (c) the version submitted must be viewable, printable and storable in standard electronic file formats compatible with the City, and in a single file. Allowable formats include pdf.
- (d) the verification may be conducted by the City immediately or at any time during the life of the bond and at the discretion of the City with no requirement for passwords or fees.
- (e) the results of the verification must provide a clear, immediate and printable indication of pass or fail regarding D11.1.1(b).

D11.1.2 Digital bonds failing the verification process will not be considered to be valid and may be determined to be an event of default in accordance with C18.1. If a digital bond fails the verification process, the Contractor may provide a replacement bond (in hard copy or digital format) within seven (7) Calendar Days of the City's request or within such greater period of time as the City in its discretion, exercised reasonably, allows.

D11.1.3 Digital bonds passing the verification process will be treated as original and authentic.

D11.1.4 Where the contract security is in the form of a certified cheque or draft, it will be deposited by the City. The City will not pay any interest on certified cheques or drafts furnished as contract security.

D11.2 The Contractor shall provide the City Solicitor with the required contract security within seven (7) Calendar Days of notification of the award of the Contract by way of Purchase Order and prior to the commencement of any Work on the Site.

## **CONTROL OF WORK**

### **D12. COMMENCEMENT**

D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D12.2 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 D9;

- (ii) evidence of the workers compensation coverage specified in C6.14;
- (iii) evidence of the insurance specified in D10;
- (iv) the contract security specified in D10.1;
- (v) Contractor's direct contacts and information as follows:

- (i) Retail Contacts
  - ◆ Job Title
  - ◆ Phone Number
  - ◆ Email Address
- (ii) Contact for Technical Related Issues
  - ◆ Job Title
  - ◆ Phone Number
  - ◆ Email Address
- (iii) Location Address
  - ◆ Job Title
  - ◆ Phone Number
  - ◆ Emails Address

- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D12.3 The Contractor shall commence the Work on the Site within seven (7) Working Days of receipt of the notice of award.

### **D13. COVID-19 SCHEDULE DELAYS**

D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.

D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.

D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.

D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 The Work schedule, where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.

D13.6 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

### **D14. DEFICIENCIES**

D14.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her 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.

#### **D15. ORDERS**

D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

### **MEASUREMENT AND PAYMENT**

#### **D16. PAYMENT**

D16.1 Further to C12, payment shall be in Canadian funds for all payment owing to the City of Winnipeg by electronic bank transfer. Transit will invoice the contractor on a weekly basis and the contractor is responsible to pay the invoice net 10 days. These transactions will include:

- (a) The purchase of, and payment for, all blank Loadable Smart Cards that have been delivered by Winnipeg Transit to the FPSA that week.
- (b) the value of all Fare Media sold and the value of the Fare Products and all E-Cash values loaded by the FPSA using the AAVM onto passenger's Loadable Smart Cards.

D16.2 The system is designed so that every AAVM is connected on-line to the Winnipeg Transit server with an Ethernet access. All load transactions performed on the AAVM will be downloaded immediately to the server and any fare policy or Fare Product price changes will be uploaded immediately to the AAVM.

### **WARRANTY**

#### **D17. WARRANTY**

D17.1 Notwithstanding C13, Warranty does not apply to this contract

### **DISPUTE RESOLUTION**

#### **D18. DISPUTE RESOLUTION**

D18.1 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 D18.

D18.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D18.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Materials Management Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D18.4 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.
- D18.4.1 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.
- D18.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.
- D18.4.3 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.
- D18.4.1 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 D18.4.3, 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

#### D19. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D19.1 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.
- D19.2 Further to D19.1, in the event that the obligations in D19 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.
- D19.3 For the purposes of D19:
- (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.
- D19.4 Modified Insurance Requirements
- D19.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all sub-contractors and sub-consultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.

- D19.4.2 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.
- D19.4.3 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.
- D19.4.4 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.
- D19.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D19.5 Indemnification By Contractor
- D19.5.1 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.
- D19.5.2 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.
- D19.6 Records Retention and Audits
- D19.6.1 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.
- D19.6.2 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 D19.6.1 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.

**D19.7 Other Obligations**

- D19.7.1 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.
- D19.7.2 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.
- D19.7.3 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.
- D19.7.4 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.
- D19.7.5 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.
- D19.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

**FORM H1: PERFORMANCE BOND**  
(See D11)

KNOW ALL MEN BY THESE PRESENTS THAT

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

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

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

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

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

RFP NO. 742 -2022

WINNIPEG TRANSIT FARE PRODUCT SALES AGENTS-INDEPENDENT AGENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT  
(CONTRACT SECURITY)  
(See D11)**

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

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

RE: CONTRACT SECURITY – RFP NO. 742 -2022

WINNIPEG TRANSIT FARE PRODUCT SALES AGENTS-INDEPENDENT AGENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Except where they may conflict with the terms and conditions contained in this Letter of Credit, the International Standby Practices 1998 shall apply to this Letter of Credit. This Letter of Credit shall also be governed by and construed in accordance with the laws of the Province of Manitoba and of Canada as applicable therein, except to the extent that such laws are inconsistent with the International Standby Practices 1998. This Letter of Credit is subject to the exclusive jurisdiction of the courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

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

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

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

## **PART E - SPECIFICATIONS**

### **GENERAL**

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

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B8. 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 B8.

#### **E2. OBJECTIVES**

- E2.1 The City of Winnipeg is seeking independent retail agents throughout the city, who will sell loadable Smart Cards and load or reload the Smart Cards with Transit Fare products or E-cash value. The intention is to select agents in geographic locations that are close to Winnipeg Transit bus stops as well as distanced far enough away from our corporate chain agents, by which there is minimal over lap and at the same time offering riders the opportunity to purchase Transit fare products conveniently.
- E2.2 For the purpose of this Request for Proposal these entities will be referred to as an independent agent "FPSAs".

#### **E3. SERVICES**

- E3.1 The Contractor shall provide service as a Fare Product Sales Agent in accordance with the requirements hereinafter specified.
- E3.2 It is the intention of the City of Winnipeg to establish a Fare Product Sales Agent that can effectively meet current and future sales requirements. FPSAs are viewed as an extension of City services and must be trained and supported by a "quality and improvement focused" Contractor.

#### **Smartcard Advertising & Promotion (SAP)**

- E3.3 From time to time, Winnipeg Transit may require the Contractor to participate in special in-store "Smartcard" Advertising and Promotion campaigns at no cost to the Contractor. The Contractor shall not be remunerated by Winnipeg Transit to participate in SAP campaigns. Winnipeg Transit may designate the Contractor's participation in SAP as mandatory or voluntary. The Contractor authorizes Winnipeg Transit, its agents and affiliates to use the Contractor's name, likeness, business name and address, and comments in external Smartcard advertising and promotions.

#### **Signage**

- E3.4 The Contractor will display supplied Winnipeg Transit signage materials in a prominent location on its premises at no cost to Winnipeg Transit. The Contractor will revise Winnipeg Transit supplied signage materials in a timely manner as requested by Winnipeg Transit.
- E3.5 The Contractor may include the Smartcard logo/wordmark or other Winnipeg Transit logos in its own signage, advertising and promotional materials provided these materials:
- (a) have been approved by Winnipeg Transit;
  - (b) comply with Winnipeg Transit graphics standards;
  - (c) comply with Canadian Ad Standards, provincial and federal laws (if applicable).

#### **Inspection**

- E3.6 The Contractor acknowledges Winnipeg Transit and its representatives may conduct site inspections at Contractor's location(s), including an inspection of card stock and sales and Promotions materials.

#### **E4. DETAILED SALES AND LOAD PROCESSES**

- E4.1 The Contractor shall provide the service of selling new Loadable Smart Cards as follows:
- (a) select an appropriate Loadable Smart Card from stock;
  - (b) ask the customer which Fare product or E-Cash value they wish to purchase. Smart Cards cannot be sold blank.
  - (c) obtain payment from customer for the new Smart Card and the requested Fare product and register in the merchant POS
  - (d) Place the new Smart Card on the reader and following customer confirmation to proceed, load the requested Fare product or E-Cash onto the Smart Card using the AAVM
  - (e) Give the Smart Card and payment receipt to customer;
  - (f) FPSAs do not sell new Post Secondary or new WINNpass Smart Cards.
- E4.2 Loading Fare Products or E-Cash value onto Loadable Smart Cards shall be as follows:
- (a) obtain Loadable Smart Card from customer;
  - (b) read Smart Card serial number by placing Smart Card on AAVM card reader;
  - (c) read Fare Product(s) and E-Cash values currently loaded on the Smart Card using AAVM and advise customer;
  - (d) ask the customer which Fare product or E-Cash value they wish to purchase;
  - (e) obtain payment from customer for Fare Product(s) or E-Cash value and register in merchant POS;
  - (f) following customer confirmation-to-proceed, load Fare-Product(s) or E-Cash value onto Loadable Smart Card using AAVM;
  - (g) return Loadable Smart Card and payment receipt to customer; and
  - (h) FPSAs sell and load Fare products and E-Cash for Full Fare, Youth, Senior, Post Secondary and WINNpass category Smart Cards.

#### **E5. REIMBURSEMENT FOR SALES AND LOAD ACTIVITIES**

- E5.1 The FPSA will receive the following maximum reimbursements for the sale of Loadable Smart Cards and for the loading of Fare Products and E-Cash value onto Loadable Smart Cards as follows:
- (a) sale of new anonymous Loadable Smart Cards shall be a fee not greater than \$0.25 per Loadable Smart Card; and
  - (b) loading of Fare Products or E-Cash value onto Loadable Smart Cards shall be a fee not greater than 1 percent of the price of the Fare Products or not greater than 1 percent of the E-Cash value loaded.

#### **E6. FARE PRODUCT PRICING**

- E6.1 The price of Fare Products and blank Loadable Smart Cards will be provided by the Contract Administrator and may be revised from time to time. The current price of all Fare Products that can be sold, by the FPSA will be loaded and kept current on the AAVM. The price of all Fare Products will be indicated on published promotional materials, signs, handouts, etc. provided by Winnipeg Transit to the FPSA and on the Winnipeg Transit website.

- E6.2 The FPSA shall always and only sell the Fare Products and blank Loadable Smart Cards for the prices established by Winnipeg Transit. If the FPSA sells Fare Products or blank Loadable Smart Cards for a different price, the City of Winnipeg may terminate the agreement immediately.

## **E7. FARE PRODUCT SALES AGENT OBLIGATIONS**

- E7.1 Fare Product Sales Agent obligations shall be as follows:
- (a) to promote the sale of Winnipeg Transit Fare Products;
  - (b) to sell Winnipeg Transit Fare Products, with the exception of eco passes and tokens, unless otherwise requested by Winnipeg Transit;
  - (c) to maintain an adequate level of inventory subject to approval of Winnipeg Transit;
  - (d) to provide a positive retail environment including a convenient retail counter for the sale of Winnipeg Transit Fare Products;
  - (e) to provide properly trained staff to operate the AAVM;
  - (f) to provide 120V AC power and a broadband Internet connection;
  - (g) to coordinate all inventory management, delivery, account payment, etc. for all its retail locations through one "point of contact" for Winnipeg Transit;
  - (h) to deliver an acceptable and reasonable level of customer service;
  - (i) to attend training and informational sessions when requested;
  - (j) to screen customer purchases to ensure that customers are purchasing the appropriate fare product and understand the conditions of the fare product;
  - (k) to adhere to the policies and processes communicated by Winnipeg Transit to FPSAs or outlined in the Winnipeg Transit Fare Media Agents Policy and Procedures Manual; and
  - (l) to accept responsibility for incorrectly loaded Smart Cards.

## **E8. WINNIPEG TRANSIT OBLIGATIONS**

- E8.1 Winnipeg Transit's obligations will be to provide:
- (a) an AAVM to the FPSA;
  - (b) training support to the FPSA for the AAVM operation in a "train the trainer" format;
  - (c) promotional support to the FPSA for the sale of Winnipeg Transit Fare Products including such items as:
    - (i) pamphlets;
    - (ii) flyers;
    - (iii) posters; and
    - (iv) displays, etc.
  - (d) reasonable maintenance support to the FPSA for the AAVM.

## **E9. CUSTOMER COMPLAINTS**

- E9.1 Due to the possibility of the City of Winnipeg receiving complaints from the public, the City will give the Contractor written notice of any customer complaint regarding the Contractor. Complaints will be categorized by the Contract Administrator or designated City representative as:
- (a) Class 1 – alleged sales agent behaviour, which in the sole opinion of the Contract Administrator or designated City representative, constitutes a potential risk to City staff or the public. This will include actions that could negatively affect the image or integrity of the City of Winnipeg. Examples include but are not limited to sexual harassment, assault and theft;

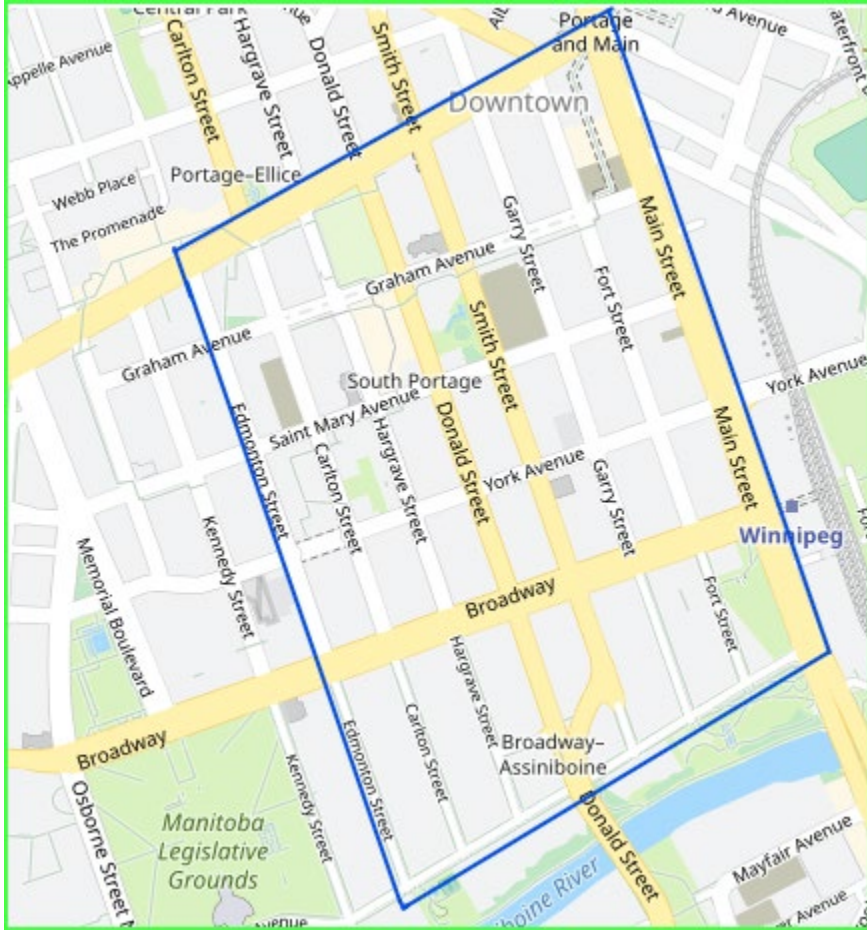


- (b) Class 2 – alleged sales agent behaviour, which in the sole opinion of the Contract Administrator or designated City representative, does not constitute a risk to City staff or the public. This will include, but be not limited to, actions such as rude behaviour to customers or violation of Transit policies; and
  - (c) Class 3 – alleged failure to meet Work Site schedules. This will include, but be not limited to, actions such as not adhering to posted times and dates of operations. A continuation or pattern of Class 2 or Class 3 complaints could result in Contract termination.
- E9.1.1 A Class 1 complaint is the most serious complaint and could result in contract termination. Class 2 or 3 complaints could result in remedial actions imposed by Winnipeg transit such as the requirement for training, or changes in processes or direction that must be followed.
- E9.2 The Contractor shall, immediately upon receipt of notice of a Class 1 complaint and within 48 hours of a Class 2 or Class 3 complaint provide notice of any such complaint and, respond in writing to the Contract Administrator identifying:
  - (a) If the complaint was accurate or inaccurate; and
  - (b) If accurate, the cause and the remedy for the specific problem, and the measures proposed to be made to prevent future occurrences; or
  - (c) If inaccurate, a statement of the fact as known by the Contractor.
- E9.3 The foregoing shall not in any way limit the authority of the Contract Administrator or limit other remedies available to the City under the Contract or at Law.

## PART F - APPENDICES

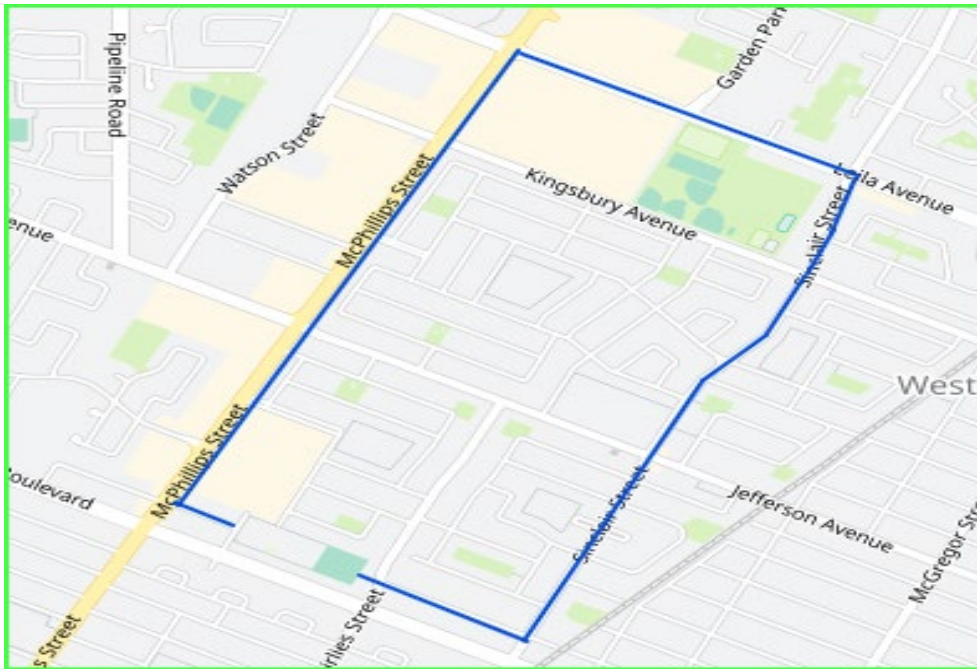
### Map 1

On street level, in an area bordered by Portage Avenue on the north, Assiniboine Avenue on the south, Edmonton Street on the west and Main Street on the east.



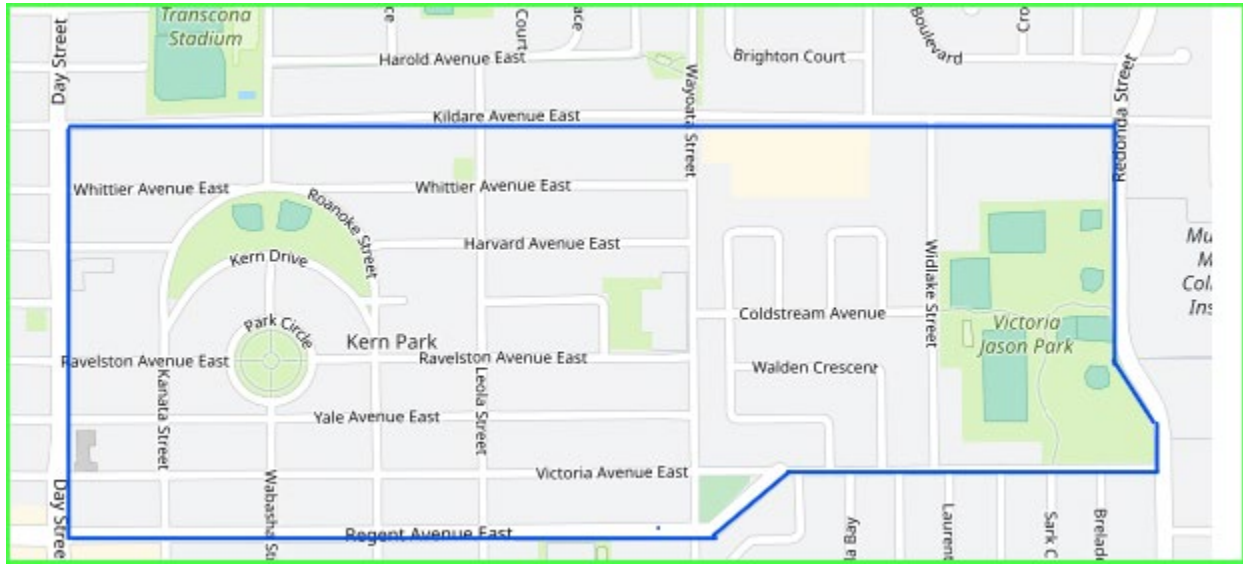
## Map 2

On street level, in an area bordered by Leila Avenue on the north, Lansdowne Avenue on the south, McPhillips Street on the west and Sinclair street on the east.



### Map 3

On street level, in an area bordered by Kildare Avenue on the north, Regent Avenue on the south, Day Street on the west and Redonda on the east.



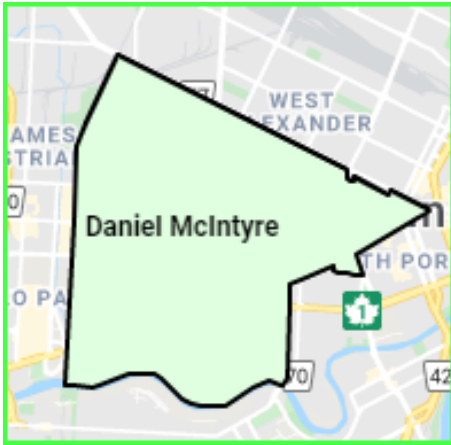
### Map 4

Point Douglas Ward.



### Map 5

Daniel McIntyre



### Map 6

Fort Rouge-East Fort Garry

