

Schedule "A"

RFP and Addendums 1-5

REQUEST FOR PROPOSAL



Operation and Maintenance Services for the Regina Paratransit Service

RFP No. #1814

Deadline for Submissions: 2:00 PM CST, Thursday, July 22, 2010

Submit Proposals to:

City of Regina
Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8
Telephone: 306-777-7333
Fax: 306-352-1581

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I. NOTICE

The City of Regina (City) invites qualified, experienced Proponents to respond to this Request for Proposals (RFP) for the operation and maintenance services of the Regina Paratransit Service (RPS).

The Operational Services to be performed under this Contract shall be the supply of qualified paratransit Vehicle Operators and qualified supervisors as described within this RFP. The Maintenance Services to be performed shall be the supply of a secure, heated building to store the 30 City owned Paratransit lift-equipped minibuses (average bus is 27 ft in length) and the servicing, fuelling, maintenance and minor repairs of the fleet. Fuel for the Paratransit fleet will be provided by the City.

The City shall be responsible for the booking, scheduling and dispatching functions of the RPS. The City shall also be responsible for performing the Major Repairs; however, the Proponent will be responsible for identifying any Major Repairs required during the performance of regular scheduled maintenance checks. It will be the Proponent's responsibility to provide notice, to the City, in writing, of repairs that it has identified.

The City reserves the right to reject any or all proposals. The proposal with the lowest Price will not necessarily be accepted. The City reserves the right to accept any proposal that it considers to be in its best interests. Additionally, the City reserves the right to cancel the RFP process at any time without penalty, to reject any or all Proposals at any time without penalty, and to waive immaterial defects and minor irregularities in Proposals in its sole discretion.

II. BACKGROUND

The RPS is Regina's door-to-door transportation service for persons with disabilities who are restricted in using conventional transit services. There are approximately 3,000 persons with disabilities registered with the RPS. Approximately 39% of registrants use either a wheelchair or scooter and the remaining 61% of registrants are ambulatory. In 2009, RPS provided approximately 180,000 trips to registrants.

Paratransit and conventional transit share the same fare structure. Fare media can be purchased from various sources such as transit agents and the RPS reservation centre. Operators will accept cash payment or fare media payment from passengers. All fare income is documented and forwarded to the City. The RPS will be adopting an Automated Fare Collection System with smart card technology late in 2010.

A private sector operator under Contract to the City currently delivers the operations, maintenance and servicing functions of the RPS. The City provides the reservation, scheduling and dispatch functions and administration (planning and policy development, passenger eligibility and certification and Contract monitoring).

The total budget established for the complete operation of the Paratransit Branch for 2010 is \$3,828,000.

More information about the RPS and Regina Transit can be found in Appendix A, Appendix B and <http://www.regina.ca/page616.aspx>.

III. TERM OF CONTRACT

The intent of this RFP is to award a contract for a period of up to five years, commencing July 1, 2011. Contract continuation will be subject to satisfactory performance by the Contractor, continuing requirement for the provision of the services described in this RFP, and availability of sufficient funding.

IV. INSTRUCTIONS TO PROPONENTS

A. SUBMISSION OF PROPOSALS

Proponents must submit their proposals in paper form. Proponents must submit one (1) original signed copy and four (4) separate hard copies, each clearly labelled with the words "Request for Proposal RFP #1814".

A Proponent may withdraw its proposal only if a written request for withdrawal has been received by the City's Purchasing Branch, before the closing time on the due date for the proposal to which it applies. Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to closing time.

No change(s) to proposal submissions (Prices, terms, specifications, etc.) will be considered unless received in writing by the City's Purchasing Branch, before the proposal closing time and date. Changes by facsimile will be accepted if received prior to the stipulated proposal closing time. The City will not be responsible for failure to receive facsimile changes. The Proponent is responsible for ensuring facsimile changes are received prior to the stipulated proposal closing time.

The original copy of the proposal will be deemed to be the official proposal response.

Proposals will be received no later than **2:00 p.m. Central Standard Time, Thursday, July 22, 2010** and shall be delivered to:

City of Regina
Purchasing Branch
City Hall, 5th Floor
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

Fax: 306-352-1581

Attention: Manager of Purchasing

Proposals received after the above due date and time will not be considered. Proposals will be publicly opened at a public tender opening and only the names of the responding proponents are read.

B. INFORMAL OR UNBALANCED PROPOSALS

Proposals which are incomplete, illegible, obscure or unqualified in any way or that contain un-called for irregularities of any kind may be deemed informal and may be rejected.

Proposals that contain Prices which appear to be so unbalanced as likely to affect adversely the interests of the City may be rejected.

Whenever the amount proposed for an item in a proposal does not agree with the extension of the estimated quantity and the proposed unit Price, the unit Price shall govern and the extended amount proposed for that item shall be corrected accordingly.

C. OMISSIONS AND DISCREPANCIES

Proponents are required to notify the person listed in Section E, immediately in writing, either via fax or by e-mail of any discrepancies or omissions found in the RFP documentation or if the Proponent is in doubt as to the meaning of any provision of the RFP documentation. The City will issue a formal written RFP addendum to correct any discrepancy or omission or to clarify the interpretation of any provision. An Addendum will be issued up to five (5) business Days before the closing date, and will be sent to all registered Proponents by fax and/or by e-mail. Any corrections or clarifications provided by the City will be deemed official only when issued to all registered Proponents in such a formal written addendum. The Proponent must acknowledge receipt of every Addendum in its proposal.

No verbal interpretations shall be made to a Proponent as to the meaning of any of the Contract documents. Every request for an interpretation shall be made in writing and all Proponents will receive written clarification.

D. REQUEST FOR CLARIFICATION

The City reserves the right to request any, some or all Proponents to provide a written response to one or more written Requests for Clarification to assist the City in evaluating the proposals. These written responses will be deemed to be part of the Proponent's proposal submission.

E. ACKNOWLEDGEMENT

Proposals must be signed by an authorized representative of the Proponent who acknowledges that the Proposal is in all respects fair, true and without collusion or fraud.

F. INQUIRIES

All requests for information regarding this RFP must be addressed in writing to the attention of:

Tresca Reichert, Purchasing Agent II
City of Regina, Purchasing Branch

Phone: 306-777-7093

Fax: 306-352-1581

Email: purchasingbranch@regina.ca

No other City representative or employee is authorized to speak on behalf of the City with respect to this RFP.

Any attempt by a Proponent to contact any City representative or employee with respect to this RFP may result in the City rejecting the Proponent's proposal.

The decision making authority for this RFP rests with the City.

G. SITE VISIT

Proponents are encouraged to visit Regina between June 24, 2010 and July 9, 2010 to view the city and learn more about the RPS. The City will provide proponents with a tour of Regina including; common locations that the RPS provides service to, the Transit Department including the City RPS reservation and dispatch centre, RPS fuelling stations, and an RPS vehicle. All proponents will receive the same tour and information.

All requests to arrange a tour must be addressed in writing to the attention of:

Tresca Reichert, Purchasing Agent II
City of Regina, Purchasing Branch

Phone: 306-777-7093

Fax: 306-352-1581

Email: purchasingbranch@regina.ca

H. SUBCONTRACTING

It is anticipated that some companies may not be able to fully address the full requirements on their own. Such companies are encouraged to combine their resources with those of other companies. In such cases, it is mandatory that the RFP be submitted in the name of one of the Proponents who will act as the prime Proponent.

I. COLLUSION

Proposals shall be made without any connection, comparison of figures, or arrangements with or knowledge of any other person or persons making a proposal for the same Services and shall be in all respects fair and without collusion or fraud.

J. PROPOSAL ACCEPTANCE PERIOD

By submitting a proposal, each Proponent agrees that their proposal may be subject to acceptance by the City any time prior to one hundred and twenty (120) Days after due date for submitting proposals.

K. PROPONENTS OBLIGATION

The successful Proponent will be obligated to carry out the Services in accordance with the terms outlined in this RFP and its Proposal.

L. SUCCESSFUL PROPONENT – BOND/LETTER OF CREDIT

A Performance Security will be required from the successful Proponent prior to the execution of a Contract. Such Performance Security shall be \$300,000 in the form of cash, a cheque certified by the bank upon which it is drawn, a bank cheque, a money order, an irrevocable bank letter of credit, approved government bearer bonds (no interest shall be payable on such deposits), **or** a performance bond signed and sealed by the Proponent's surety from a surety company authorized by law to carry out business in the Province of Saskatchewan and approved by the City. Such deposits will be retained until completion of the Contract to the satisfaction of the City.

Failure of a Proponent to file a Performance Security within seven (7) calendar Days after being requested to do so may be considered sufficient grounds for rejecting the Proposal and accepting the next most qualified proposal or requesting new proposals. The performance bond and irrevocable letter of credit must either automatically renew or be renewable by the successful Proponent sixty (60) Days prior to the annual anniversary date of the Contract in the amount specified, such that continuous coverage is provided throughout the term of the Contract. No interest will be paid by the City.

M. FORMAL CONTRACT

The successful Proponent must enter into a formal, written Contract with the City containing the salient terms and conditions of their Proposal, this RFP and other applicable commercial terms.

N. AWARD

Any Award resulting from this RFP is subject to the successful negotiation of a Contract between the City and the successful Proponent.

O. CONFIDENTIALITY

The City anticipates the Proponents may wish to treat certain elements of their submissions as confidential or proprietary. Proponents are advised, however, that freedom of information requirements in force in the Province of Saskatchewan may afford rights of production or inspection at the application of third parties. Further the Contract entered into by the successful Proponent will by law be available for inspection by members of the public.

P. PERMITS AND LICENCES

The successful Proponent shall obtain and pay for all necessary permits and licenses required for the performance of the work. The Proponent shall be responsible for the cost of the registration of the Vehicles supplied by the City, which Vehicles shall be registered in the name of the Proponent with the City named as the owner of the Vehicles.

The successful Proponent must hold a City of Regina business licence if required by law.

Q. INTERPRETATION

Capitalized terms used throughout this RFP shall have the following meanings:

- (1) “**Accessible Building Entrance Door**” when used in conjunction with the transportation of passengers in manual wheelchairs, means no more than one step. When used in conjunction with the transportation of Ambulatory passengers, means the outer access of any building entrance door.
- (2) “**Ambulatory**” means a passenger who can walk but has difficulty accessing conventional transit service.
- (3) “**Attendant**” means person who accompanies a registered passenger. An Attendant’s purpose is to provide the registered passenger with assistance beyond what the driver is required to provide. The Attendant is not required to pay a fare.
- (4) “**Automated Fare Collection System**” means a system used by the City to collect and track fare media that uses smart card technology.
- (5) “**Award**” means the decision of the City of Regina to accept the Bid for the Service, subject to the execution of a Contract therefore, and the Proponent’s bond to secure the performance thereof and to such other conditions as maybe specified or required by law.
- (6) “**Cancellation**” means a scheduled or booked trip cancelled with advance notice as determined by the City.
- (7) “**Charter Service**” means pre-booked, private service or service beyond normal operations provided on a request basis, which service may extend travel beyond the extended service limits (see Appendix B).
- (8) “**City**” means the City of Regina in the Province of Saskatchewan and includes any person designated or authorized by the City to act on its behalf.
- (8) “**Companion**” means a person who accompanies a registered passenger. A Companion pays the appropriate RPS fare.
- (9) “**Contract**” means the written RFP documents namely, Notice, Background, Instructions to Proponents, Proposal Contents and Requirements, Evaluation of Proposals, Terms and Conditions of Proposal including Schedule A, Appendix A - Paratransit Fares and Appendix B - Regina Paratransit Service Policy and Procedure Guide or at the sole option of the City, any further, or other, written instrument between the parties which is entered into by mutual consent whether it incorporates, complements or supersedes the written documents herein before set out.
- (10) “**Contract Service**” means pre-booked, private service or service beyond normal operations provided on a regular basis.
- (11) “**Day**” means a calendar Day.
- (12) “**Irregular Finish Time of Runs**” means that due to the nature of the service where a run will seldom have the same scheduled trips on a daily basis, the runs will not finish at exactly the same time on a daily basis. The runs will usually finish around the same time, however they may finish up to 30 to 45 minutes later on some Days (could be up to 10% of the time).

- (13) **“Major Repairs”** means the Major Repairs as set out in Schedule A.
- (14) **“MDC”** means mobile data computer that is located in each paratransit Vehicle. The MDC is used to track Vehicle location and transmit passenger trip information to the Operators.
- (15) **“Non-Subscription Trips”** means occasional or casual trips such as social, personal, business, medical or recreational trips booked in advance of the required pick-up time.
- (16) **“No Shows”** means trips where a driver is unable to locate a passenger at the designated pick up location or where a passenger cancels their trip when the driver arrives at the pick up location as established by the City.
- (17) **“Operators”** mean drivers for the Vehicles meeting the qualifications as established by the City.
- (18) **“Out of Service”** where used in these documents means that time when a Vehicle is not available to provide Revenue Service.
- (19) **“Price”** means the pricing specified in Section VIII Response Requirements and Section IX Contract Terms and Conditions of Proposal.
- (20) **“Proponent”** means any Proponent under these conditions and terms of reference to whom the Contract may be Awarded.
- (21) **“Routine Maintenance”** means Routine Maintenance as specified in Schedule A.
- (22) **“RPS”** means the Regina Paratransit Service.
- (23) **“RPS Policy and Procedure Guide”** means RPS guide describing service, regulations and information on service delivery. This manual will be updated as the need arises (see Appendix B).
- (24) **“Schedule”** means a pre-set list of daily trips or runs as prepared by the City.
- (25) **“Services”** means the whole of the services, materials required to be done, furnished and or performed by the Proponent in order to carry out the Services to be provided as described in the Request for Proposals and includes both operational services and maintenance services as described in IX Contract Terms and Conditions of Proposal to this RFP.
- (26) **“Sub-Proponent”** means the individual, firm, partnership or City to whom the Proponent, with the written consent of the City of Regina, sublets any part of the Service.
- (27) **“Subscription Trips”** means trips which are made one or more times a week at the same time from the same origin to the same destination.
- (28) **“Total Vehicle Hours”** means the total number of Vehicle hours required to operate the RPS, including hours required to travel to the first pick up and from the last drop off.
- (29) **“Transit Department”** means the Transit Department of the City of Regina.
- (30) **“Unit Hour”** consists of each hour of transportation service that is assigned or scheduled by the City.

- (31) **“Vehicle(s)”** means the City-owned Vehicles (currently 30 lift-equipped buses) which are to be maintained by the Proponent and used to provide the Services. The City reserves the right to change or add any types of Vehicles required for the delivery of Services under the terms of this Contract.

V. EVALUATION OF PROPOSALS

All proposal submissions must be in reference to the City’s response requirements and the Contract Terms and Conditions stated in this RFP. Any Proponent taking exception to any of the City’s response requirements and/or Contract Terms and Conditions, will be evaluated accordingly.

The City will evaluate proposals and will select the proposal that meets the best interest of the City. The City shall be the sole judge of its own best interests, the proposal, and the resulting Contract. The City’s decision is final.

Proposals will be evaluated on the following with a possible score of 100 points.

| | |
|--|-----------|
| Quality of Service | 30 |
| Capability and Experience (including Financial Stability, Corporate Profile and References) | 20 |
| Maintenance Plan | 15 |
| Schedule of Prices | 20 |
| Compliance with response requirements including Contract Terms and Conditions | 15 |

The City reserves the right to request any, some or all Proponents to give a presentation and/or demonstrate their services to assist the City in evaluating the proposals.

At the City’s discretion, Proponents will be shortlisted and requested to make a 1 – 1 ½ hour in-person presentation regarding their proposal which will be followed by questions by the team evaluating the proposals to this RFP, in Regina, Saskatchewan. The Proponents making that presentation will also be required to provide a demonstration involving one of the City’s Paratransit Vehicles of the proper way to escort an Ambulatory passenger with a visual disability to the Vehicle and secure him or her in the Vehicle, and the proper way to escort a passenger using a wheelchair and a passenger using a scooter to the Vehicle, use the Vehicle’s lift and secure the passenger using a wheelchair and the passenger using a scooter in the Vehicle. The cost of the presentation and demonstration shall be borne solely by the Proponent.

Presentations and demonstrations will be evaluated on the following with a possible score of 100 points.

| | |
|--|-----------|
| Presentation and Answers to Evaluation Team's Questions | 70 |
| Demonstration – Escort – visual disability | 10 |
| Demonstration – Escort – wheelchair | 10 |
| Demonstration – Escort – scooter | 10 |

The evaluation team will then have the opportunity to re-evaluate the scores based on the information received during the presentation and questioning of the Proponent. If the scores continue to be close, the evaluation team may make an on-site visit to the shortlisted Proponents operations. The cost of these visits by the City to the Proponent's operations will be borne by the City. Following the site visits, a decision will be finalized.

The comparison and evaluation of proposals may be based on such considerations as:

- (a) cost to the City;
- (b) past performance and experience;
- (c) operational plans, customer service and communication strategies; and
- (d) ability to finance the proposed Services.

VI. PROPOSAL PREPARATION

A. PROPOSAL DOCUMENTS

The Proponent must ensure that it has received all sections and components comprising this RFP. It is the Proponent's responsibility to review the RFP and notify the City if it does not have a complete set of documents.

The Proponent is advised to read and respond appropriately to all requirements of the RFP. An incomplete Proposal may be rejected.

B. EXPENSES FOR PREPARING PROPOSALS

Proponents are solely responsible for their own expenses in preparing a Proposal and for responding to any subsequent clarification or travelling to Regina to attend a site visit and/or presentation or demonstration requests. If the City rejects all Proposals, the City will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

C. OWNERSHIP OF RFP DOCUMENTS

Unless otherwise indicated, the City owns the intellectual property in all documents that make up this RFP. This RFP is only to be used by Proponents for the purpose of preparing Proposals and for no other purpose.

D. LANGUAGE OF PROPOSALS

Proposals shall be written in English.

E. UNAMBIGUOUS

Proposals must promise a clearly defined solution in terms of both the operation Services and maintenance Services to be provided and must provide a clear and concise description of the Proponent's ability to satisfy the requirements of the Specifications. Proposals that are vague carry little or no weight in the evaluation.

F. FORMAT

Proposals should be submitted in the following Format and include:

- | | |
|-------------------------|---|
| Title Page: | Provide a cover page indicating the RFP Name, Closing Date and Closing Time, Proponent's name, address, telephone number, fax number, and contact person, including email address. |
| Letter of Introduction: | Provide a covering letter briefly introducing the Proponent and stating the Proponent's understanding of the service required and the requirement(s) that the Proponent is responding to. The letter should include the names of the persons who are authorized to make representation for the Proponent, their titles, addresses and telephone numbers. The letter shall also state the location of the office of the Proponent. The letter must be dated and signed by an official authorized to make commitments and provide any clarifications with respect to the Proposal on behalf of the Proponent. |
| Executive Summary: | Provide a brief summary of the Proponent's understanding of the RFP, which clearly reflects the Proponent's understanding of the objective, scope, strategies and deliverables of this RFP. |

- Corporate Profile:** The Proponent shall include a corporate overview including years of experience and size of corporation.
- Response to Requirements:** In Section VII Response Requirements: Quality of Service, Capability & Experience, Vehicle Maintenance Plan and Schedule of Pricing, Provide sufficient detail to address all sub-categories. From Section VIII provide the General Information & Declaration Form and Proponent Questionnaire Form completed in full.
- References:** The Proponent shall provide customer references that they have provided similar Services to. The references must include contact name, position, telephone number, company name, address and brief description of the quantity and services provided. The City may gather additional information independently, including without limitation, reviewing trade journals, internet information, consumer reports and references known to the City, about products and services outlined in any Proposal for verification and may use such information in the evaluation of the Proposals.
- Financial Stability:** The Proponent shall provide proof of financial stability as evidence by a letter of reference from the Proponent's financial institution. The Proponent shall include a contact name and phone number at that institution.
- Sub-Proponent:** If a Sub-Proponent is proposed for any portion of the Proposal, then provide a company profile, references for the proposed Sub-Proponent and an outline of the nature of the proposed involvement and the nature of the relationship.
- Contract Terms & Conditions:** Provide a written acknowledgement of the acceptance and any proposed variations to Section IX Contract Terms & Conditions of Proposal. All proposed changes must have a supporting rationale.
- Supporting Contracts:** Provide copies of any supporting Contracts (i.e. lease Contracts), qualifications, or certifications that may be applicable and support the Proposal.

VII RESPONSE REQUIREMENTS

QUALITY OF SERVICE – OPERATION SERVICE

In their submission, Proponents are expected to address the four sub-categories defined in sufficient detail. More specifically, the Proponent shall provide:

- (1) An implementation and service plan which will ensure that the service and service levels will be met on an ongoing basis. The City and RPS customers require assurance of business continuity and the maintenance of quality service. It should at a minimum include:
 - (a) a transition plan describing how the Proponent will take over from the incumbent and how they will transfer to a future provider at the end of a Contract period including references to Saskatchewan Labour laws and statutes. Proponents should provide a transition strategy describing how continuity and a quality level of service will be maintained at all times for the take-over of service. Transition is to be addressed by Proponents in terms of positioning themselves as the incoming Proponent;
 - (b) a service commencement plan with milestones, timelines and responsibilities defined (e.g. when supervisory staff will be hired, when operators will be trained etc.);
 - (c) a service delivery plan and customer service strategy that will ensure a high quality of service throughout the duration of the Contract (sample operation policies should be attached);
 - (d) effective administrative procedures with the City, such as invoicing requirements, communications with the City's staff responsible for the RPS, addressing City and customer concerns, reporting etc. A commitment to work with the City to provide excellent customer service and strengthen service delivery through supporting joint initiatives between the City and the Proponent's management and operational staff (e.g. Customer Service Committee, joint learning events) should also be included. This section should contain the Proponent's proposal about how the City and Proponent will work together. Ideas for innovative strategies and initiatives should be included; and
 - (e) identification of any risks with respect to the service transition period and the Proponent's approach to mitigation.
- (2) Human resources management strategy and staffing plan. It should at a minimum include:
 - (a) an organization chart which outlines how the functions of the Contract will be managed and how escalating concerns will be addressed by key individuals within the organization structure;
 - (b) staff availability;
 - (c) an overview of operational non-maintenance staff including standby Operators (shift structure, # of employees by category);

- (d) a staff management strategy (programs, incentives, etc.);
 - (e) a strike contingency plan (how Services will be provided in the event of a strike recognizing that paratransit has been identified as an “essential service”);
 - (f) a description of how the Proponent has handled a strike situation in the past with any of its operations, if applicable;
 - (g) the Proponent acknowledging that it recognizes that the current Contractor’s Operators are legally certified by the Canada Labour Relations Board in a collective bargaining relationship between the current Contractor and the Amalgamated Transit Union Local 588; and
 - (h) the names and resumes of the Proponent’s senior executive and transition manager. Provide profiles of all other personnel listing type of qualifications, experience and education that will be required.
- (3) Health, safety and training. It should at a minimum include:
- (a) health and safety policies for all staff and Services (Proponents should attach their policies);
 - (b) a pandemic and/or emergency preparedness plan and how it would be linked to the City’s plans;
 - (c) Disability/Seniors awareness and sensitivity training course for drivers (Proponents should attach course materials); and
 - (d) training course for driver Vehicle operation (Proponents should attach course materials).
- (4) Value added services. It should at a minimum include:
- (a) innovative ideas to enhance customer service and service delivery; and
 - (b) productivity incentives for staff (e.g. employee recognition program).

CAPABILITY AND EXPERIENCE

In their submission, Proponents are expected to address the two sub-categories defined in sufficient detail. More specifically, the Proponent must provide:

- (1) an outline of the Proponent’s experience in similar Municipal Services and other similar commercial Services, and of similar magnitude, which it has successfully completed, or is currently engaged in. The Proponent must specify how many years they have been involved in providing similar Services.
- (2) proof of sufficient financial capacity and resources to perform the requirements of the proposed Contract. In this respect, and in order to assess and confirm the financial viability and capability of the Proponent to undertake this service, the Proponent must provide the following information:
 - (a) details of the financial structure of the Proponent.

- (b) audited financial statements for the most recent fiscal year and previous two years. If the Proponent does not have publicly audited financial statements, the Proponent must provide unaudited financial statements including as a minimum an income statement, a balance sheet and any notes to the statements. If necessary, the City is able to accommodate confidential review of the annual audited statement by our Finance Department. Please indicate within your response if this is required.

VEHICLE MAINTENANCE PLAN (MAINTENANCE SERVICE)

In their submission, Proponents are expected to address this category in sufficient detail. More specifically, the Proponent must provide a Vehicle maintenance and storage plan, which should at a minimum include:

- (a) description of the facilities (including proposed location, sq. footage, proposed layout (floor plan) and equipment);
- (b) maintenance staff (shifts structure, # of employees by category, proposed hours of Services);
- (c) the regular maintenance and servicing plan including the schedule for cleaning the interior and exterior of Vehicles;
- (d) the process for emergency clean-up on a Vehicle;
- (e) the process for putting a replacement vehicle into service when an in-service vehicle has experienced a mechanical breakdown or accident; and
- (f) the process by which Major Repairs will be handled.

SCHEDULE OF PRICES

The Services under the Contract shall be measured and paid for on a Unit Hour Price basis. A Unit will consist of each hour of transportation service that is assigned or scheduled by the City. A minimum of 65,000 hours of Unit Hours of Services are available per year under the Contract. The quantities for which payment will be made to the Proponent are to be determined by the Services actually performed and completed by the Proponent, to be measured as specified in the Contract Terms and Conditions.

Payment to the Proponent shall be determined by Unit Hours of Services actually performed and completed by the Proponent and shall include the time from which the Vehicle(s) leaves the storage facility at the beginning of an assigned run to the time the Vehicle(s) is returned to the storage facility at the end of an assigned run.

The City shall pay to the Proponent, in Canadian funds, for the Services. The amounts shall include all applicable duty, freight, cartage, or otherwise paid and including profit and all compensation which shall be due to the Proponent for supplying all labour, training, materials, equipment and supervision related to the Services and all other details, risks and contingencies necessarily connected with the Services. All applicable taxes must be excluded from the pricing.

In addition, Proponents may also submit an alternate schedule of prices based on proposed changes to IX Contract Terms and Conditions of Proposal. Alternate terms must make clear reference to the section in the RFP where the alternate is being proposed and all alternate term(s) must have supporting rationale for the City to consider it. The alternate schedule of prices must follow the same format as outlined in Section VIII Response Forms, General Information, Declaration and Pricing. The City reserves the right to accept or reject any or all alternate term(s) and/or pricing offered.

VIII. RESPONSE FORMS

GENERAL INFORMATION, DECLARATION AND PRICING

Include the following information:

| | |
|---|--|
| NAME OF PROPONENT | |
| ADDRESS OF PROPONENT | |
| TELEPHONE NUMBER | |
| FAX NUMBER | |
| EMAIL ADDRESS | |
| NAME, TITLE AND CONTACT INFORMATION FOR THE KEY CONTACT FOR THE RFP | |

PROPONENT DECLARATION

- a) The Proponent declares that it has obtained and read the RFP documents.
- b) The Proponent, declares that it has examined the following sections in this RFP, namely, Notice, Background, Term of Contract, Instructions to Proponents, Evaluation of Proposals, Proposal Preparation, Response Requirements, Response Forms, Contract Terms and Conditions of Proposal including Schedule A, Appendix A - Paratransit Fares and Appendix B - RPS Policy and Procedure Guide and hereby proposes to enter into an Contract with the City for the provision of operations, maintenance and servicing of paratransit Vehicles.
- c) The Proponent declares that if its proposal is accepted, it will supply the City with a performance security in the amount of \$300,000 and will provide copies of its Worker's Compensation Board letter in goodstanding and insurance certificates in the amounts specified by the City.
- d) The Proponent declares that it will comply with all of the rules and regulations of the RFP.
- e) The Proponent declares that all information, which it has provided or will provide to the City during the RFP process, is true.



SCHEDULE OF PRICES

The stipulated Prices herein shall be the total Price for all the Services in Canadian Funds, excluding all applicable taxes to be performed as per the Contract Terms and Conditions of Proposal as outlined in the RFP. The submission of Prices shall be:

- July 1, 2011 – June 30, 2012 \$_____per Unit Hour
- July 1, 2012 – June 30, 2013 \$_____per Unit Hour
- July 1, 2013 – June 30, 2014 \$_____per Unit Hour
- July 1, 2014 – June 30, 2015 \$_____per Unit Hour
- July 1, 2015 – June 30, 2016 \$_____per Unit Hour

Witness

Signature of Proponent (Seal)

_____ Day of _____, 2010

PROPONENT QUESTIONNAIRE

Particulars of Incorporation:

Date of Incorporation _____

Province of Incorporation _____

Names of Principals:

President _____

Vice President _____

Secretary _____

Treasurer _____

Particulars of Partnership (if applicable):

Date of Organization _____

Name and addresses of partners and indicate if Canadian residents.

Name of Partners:

Name _____

Address _____

Name _____

Address _____

Name _____

Address _____

IX. CONTRACT TERMS AND CONDITIONS OF PROPOSAL

Additional information is included in Schedule A, Background, Instructions to Proponents and the Appendices.

TERM

The intent of this RFP is to award a contract for a period of up to five years, commencing July 1, 2011. Contract continuation will be subject to satisfactory performance by the Contractor, continuing requirement for the provision of the services described in this RFP, and availability of sufficient funding.

PROPONENT'S SERVICE

- (1) The Proponent shall provide all those Services reasonably required to effectively operate the Vehicles of the RPS. Such Services shall specifically include but are not limited to the following:
 - (a) provide Operator(s) and their supervision to operate the Vehicles as required to comply with all trips scheduled and dispatched by the City;
 - (b) provide secure, heated, indoor storage for the Vehicles when not in use;
 - (c) provide Routine Maintenance on the Vehicles;
 - (d) identify and effect the initiation and completion of Major Repairs;
 - (e) ensure all Vehicle safety equipment including securement devices is inspected and kept in good order; and
 - (f) keep the interior and exterior of the Vehicles in a manner which ensures them to be safe and clean which is aesthetically pleasing to the passengers, the public and the City.
- (2) The Proponent agrees to abide by and provide the Services in accordance with the operational rules or procedures for the operation of the RPS adopted by the municipal council of the City of Regina, or committee thereof, or the Director of the Transit Department or designate, and as may be amended from time to time, in the City's sole discretion.
- (3) If the operational rules, procedures or fleet are changed during the Term of this Contract, and the change imposes additional costs to the Proponent, then the City shall pay to the Proponent, in addition to the amounts payable an amount equal to the additional cost of providing the Services in accordance with the new rules, procedures or fleet configuration. If the parties do not agree as to the amount of the additional costs, such costs shall be determined by arbitration in accordance with *The Arbitration Act, 1992*.

PAYMENT

- (1) The City shall pay to the Proponent, in Canadian funds, for the Services. The amounts

shall include all applicable duty, freight, cartage, or otherwise paid and including profit and all compensation which shall be due to the Proponent for supplying all labour, materials, equipment and supervision related to the Services and all other details, risks and contingencies necessarily connected with the Services, that exclude all applicable taxes.

- (2) Payment to the Proponent shall be determined by Unit Hours of Services actually performed and completed by the Proponent and shall include the time from which Vehicle(s) leaves the storage facility at the beginning of an assigned run to the time the Vehicle is returned to the storage facility at the end of an assigned run. Payment shall be in actual minutes with no rounding up or down.
- (3) The Proponent shall provide an invoice to the City detailing the Services rendered during the previous calendar month within 10 Days of the end of each calendar month during the Term of this Contract.
- (4) Charges shown on the Proponent's invoice must be in conformity with the Services actually rendered and shall be subject to reconciliation and adjustment in accordance with the City's records.
- (5) The City shall advance to the Proponent at the beginning of each calendar month during the Term, the amount of \$100,000 (the "Monthly Advance").
- (6) Within 30 Days of receiving an invoice from the Proponent, the City shall make payment to the Proponent of the balance of the invoice amount less the Monthly Advance.
- (7) Any variances resulting from the reconciliation of the Proponent's invoices and the City records or any over payment resulting from payment of the Monthly Advance will be debited or credited to the Proponent in the following month.
- (8) Payment of the final invoice under this Contract will not be made until a clearance certificate has been filed with the City from the Worker's Compensation Board certifying that all assessments due by the Proponent pursuant to *The Workers' Compensation Act, 1979* have been paid in full.

QUANTITY OF UNIT HOURS

- (1) The City shall, in each year of the Term of this Contract, provide to and pay the Proponent, a minimum of 65,000 Unit Hours of Services pursuant to this Contract. The 65,000 hours includes the Services under the Contract including Contract and Charter Service.
- (2) Except for the above, the City does not make any representation, warranty or guarantee, during any given period of time during the Term, that:
 - (a) any minimum number of trips will be scheduled or assigned to the Proponent; or
 - (b) the Proponent will receive any minimum number of scheduled trips in relation to those received by another Proponent (if any) providing the same service.
- (3) The City is not required to pay the Proponent the minimum estimated units of Services in the event of a service disruption where the Proponent is unable to provide operators to complete Unit Hours of work requested by the City (e.g. force majeure).
- (4) During the term of this Contract, if additional Unit Hours available are greater than 30%

of the minimum Unit Hours specified in this Contract, the parties will work together to develop an implementation plan to accommodate the increase in work, on terms to be negotiated.

VEHICLE MAINTENANCE, SERVICING AND FUEL

- (1) The City owns and shall retain ownership of the Vehicles operated under this Contract.
- (2) The Proponent shall be responsible for the cost of the registration of the Vehicles supplied by the City, which Vehicles shall be registered in the name of the Proponent with the City named as the owner of the Vehicles.
- (3) Notwithstanding subsection (2) the City may protect its ownership interest by registering a notice in the Saskatchewan Personal Property Registry against the Proponent in relation to the Vehicles. The City shall be entitled to deduct the cost of registration of the notice from any payment required to be made to the Proponent under this Contract.
- (4) The City reserves the right to increase or reduce the number of Vehicles or types of Vehicles in its fleet.
- (5) The City reserves the right to increase its fleet by up to 10% with the cost of servicing, storing and maintaining the additional vehicles borne by the Proponent. If the City increases its fleet size by more than 10%, then the City shall pay to the Proponent, in addition to the amounts payable an amount equal to the additional cost of providing the Services in accordance with the new fleet size.
- (6) The Proponent shall provide Routine Maintenance on the Vehicles and provide a monthly report on the Routine Maintenance of the Vehicles to the City which includes:
 - (a) safety inspection reports;
 - (b) a monthly maintenance summary report for each Vehicle; and
 - (c) a monthly major repair report.
- (7) The Proponent shall ensure that all Vehicle safety equipment including securement devices is inspected and kept in good order.
- (8) The Proponent shall maintain a database of all safety equipment including safety equipment inspections for each Vehicle (includes securement devices).
- (9) The Proponent shall pay all costs related to replacing or repairing Vehicle equipment damaged or misplaced by its Operators (e.g. MDCs, radios, automated vehicle collection system, securement devices etc.).
- (10) The City shall pay the cost of Major Repairs.
- (11) The Proponent shall identify and effect the initiation and completion of Major Repairs.
- (12) All Major Repairs exceeding \$1,000 must be approved by the City prior to the commencement of the repair and completed in accordance with procedures established by the City.
- (13) The Proponent shall be responsible for costs related to transporting Vehicles to and from locations where Major Repairs are completed.

- (14) The Proponent shall be responsible for costs related to transporting Vehicles to and from other locations, within the City limits, identified by the City.
- (15) Routine Maintenance and Major Repairs shall be performed by a mechanic(s) who has attained certified MVMR or Truck and Transport Journeyman status from the Province of Saskatchewan or similar body/institution recognized by the City.
- (16) The Proponent shall keep the interior and exterior of the Vehicles in a manner which ensures them to be safe and clean which is aesthetically pleasing to the passengers, the public and the City at all times.
- (17) The City shall provide fuel for the Vehicles.
- (18) The City shall provide the Proponent with a list of fuelling station(s) and fuelling procedures which the Proponent shall abide by.
- (19) The City shall provide time within the blocks of Services to fuel those Vehicles which operate on compressed natural gas. The Proponent shall be responsible for any cost relating to the time for fuelling all the Vehicles other than those operating on compressed natural gas.
- (20) The Proponent shall be responsible for providing a vehicle for its supervisors. The Proponent shall be responsible for providing fuel for the supervisor vehicle.

FARE COLLECTION

- (1) The Proponent's Operators shall be responsible for the collection of all fares from all passengers using the Vehicles.
- (2) Fares will be set by City Council and no other sum will be charged to any passenger by the Proponent.
- (3) An exact cash fare and ticket/pass policy will be in effect except for Contract and Charter Service. The Proponent's Operators are not responsible for making change for cash fares.
- (4) The Proponent shall deliver to the City all fares collected from passengers on a daily basis.
- (5) The Proponent shall be responsible for the reconciliation of each Operator's manifest and tally sheets prior to them being sent to the City.
- (6) The Proponent shall be liable to the City for shortages in cash fares.
- (7) The Proponent will deliver fare media to passengers in accordance with procedures established by the City and as may be amended from time to time, at the City's sole discretion.
- (8) The Proponent will ensure that its Operators are trained to use and comply with the appropriate use of the Automated Fare Collection System.

SCHEDULING AND DISPATCHING

- (1) The City shall provide the telephone answering, scheduling and dispatch functions of the RPS.

- (2) The City shall maintain a telephone/computer service that is used by the passengers to reserve and cancel service as per operating hours established by the City.
- (3) The City shall schedule and dispatch all Services.
- (4) The Proponent shall, by two-way radio, require its Operators to maintain a listening radio contact with dispatch at all times during service hours.
- (5) The Proponent shall be responsible for the pick-up and delivery of the daily assignment of scheduled runs to the Proponent's Operators when required.
- (6) The Proponent shall be responsible for having sufficient Operators available to fill the Service assignments as determined by the City.
- (7) The Proponent shall be responsible for ensuring that all of its Operators are on time for scheduled blocks of Services as requested by the City. The Proponent will compensate the City at the rate of \$100.00 for each 10-minute segment of work for which an Operator is late in addition to service hour deductions. The record generated by the MDC located in each Vehicle shall be the record used for billing purposes. The billings for late Operators shall be as follows: 0 – 10 minutes late – service hour deduction only, 11 – 20 minutes late - \$100.00 fee and service hour deduction, 20 – 30 minutes late - \$200.00 fee and service hour deduction and continuing on at 10 minute intervals with escalating deductions as described above.
- (8) The Proponent shall be responsible for ensuring that all of its Operators follow the City's instructions related to specific programs and passengers regarding arrival and departure times (e.g. school passengers cannot arrive prior to a certain time.), which may be amended from time to time, at the City's sole discretion.
- (9) The City reserves the right to assign particular Vehicles to certain scheduled runs.
- (10) The City will not pay the Proponent for any passengers carried who have not been scheduled by the City.
- (11) The Proponent shall provide Operators for a variety of Services in accordance with Schedules produced by the City.
- (12) The City reserves the right to change the Schedules at any time.
- (13) The City may revise the Schedules and insert Non-Subscription Trips onto the daily trip runs or dispatch them by two-way radio.
- (14) The Proponent shall advise the City immediately of any difficulties maintaining Schedules or any No Show's.
- (15) The Proponent shall complete a daily tally sheet for each block of Services in which it shall record passenger counts, Charter counts, Cancellations, and No Shows.
- (16) The City, upon a minimum of 18 hours notice to the Proponent, reserves the right to adjust the hours of operation.

PASSENGER CONTRACT AND CHARTER SERVICE

- (1) The Proponent shall provide Operators for Contract and Charter Services as may be scheduled from time to time.

- (2) The Proponent shall be reimbursed for Charter and Contract Service at the Unit Price stipulated in this Contract.
- (3) The City shall provide a minimum of 12 hours notice for Charter Service requirements.
- (4) The City shall provide a minimum of one hour's notice for Cancellation of scheduled Charters.

IRREGULAR FINISH TIMES

- (1) The City reserves the right to an Irregular Finish Time of Runs.
- (2) The Proponent must ensure that all Vehicles and Operators are available to complete the last pick up assigned, which will at times increase the in-service hours of a Vehicle and Operator.
- (3) If a Vehicle finishes its last drop off assignment between zero and ten minutes after its normal finish time, no additional time will be paid.
- (4) If an Operator finishes its last drop off fifteen or more minutes after its normal finish time, additional time will be paid by the City proportional to Unit Hour costs (e.g. if a run finishes 17 minutes past its scheduled end time, 17 minutes of Unit Hour costs will be paid etc.).
- (5) If the Proponent's Operators return the Vehicles to the storage facility prior to the end of an assigned run, the City shall deduct double the time that the Vehicle arrives early (e.g. if the Vehicle returns 10 minutes early, 20 minutes of service time will be deducted). The MDC shall be the record used for billing purposes.

OUT OF SERVICE VEHICLES

- (1) The Proponent will compensate the City at the rate of \$100.00 for each 10-minute segment of work that a Vehicle is Out of Service in addition to service hour deductions. The record generated by the MDC located in each Vehicle shall be the record used for billing purposes. The billings for Out of Service Vehicles shall be as follows: 0 – 10 minutes Out of Service – service hour deduction only, 11 – 20 minutes late - \$100.00 fee and service hour deduction, 20 – 30 minutes late - \$200.00 fee and service hour deduction and continuing and continuing on at 10 minute intervals with escalating deductions as described above.
- (2) Should a Vehicle become unavailable for service due to the Vehicle being soiled by a passenger, the Vehicle will be shown in-service for 45 minutes to provide sufficient time for cleaning after which, if it is not available for service, the appropriate Out of Service time will be applied.
- (3) Should a Vehicle become unavailable for service due to a mechanical breakdown, getting stuck, being involved in an accident and/or experiencing a passenger emergency, the Vehicle will be shown in-service for 45 minutes to provide sufficient time for a replacement Vehicle to be put into service after which, if it is not available for service, the appropriate Out of Service time will be applied.

- (4) Vehicles are deemed Out of Service, when they cannot be reached via the radio communications system for more than five minutes.
- (5) Service hour deductions and penalties shall not be applied during a blizzard or other severe weather conditions. Service hour deductions shall also not apply in the Days following severe weather conditions where there is significant snow accumulation or obstructed roadways.

OPERATOR QUALIFICATIONS

(1) The Proponent shall not permit the Vehicles to be operated by anyone other than properly and sufficiently qualified and licensed Operators, with familiarity with the City of Regina and experience in the transport of passengers with disabilities.

(2) The Proponent shall ensure that all Operators assigned by the Proponent to the operation of a Vehicle shall:

- (a) receive a minimum of 80 hours training before independently transporting passengers.

Forty hours of such training will consist of customer service training, mobile data computer training (City to provide training runs), RPS Policy and Procedure Guide Training, fare collection procedures, body mechanics, lifting techniques, appropriate techniques for moving wheelchairs up and down a stair, operational procedures, sensitivity training about people with disabilities (including those with physical and cognitive disabilities) and seniors, transportation training, training about how to work with people with infectious and contagious diseases and an on-site orientation to common locations and programs such as schools, adult day programs, dialysis, Saskatchewan Abilities Council and Cosmopolitan Learning Centre.

The remaining 40 hours will consist of closed course training, practice of operating the Vehicle, and loading and unloading passengers including proper passenger securement procedures;

- (b) be provided with photo identification prior to independently operating a Vehicle;
- (c) be provided with a full uniform which shall at a minimum include a jacket suitable for variable weather, pants or shorts, and long or short sleeved shirt within 30 Days of the completion of the training period;
- (d) wear uniforms at all times while operating a Vehicle. The uniforms shall be properly fitted, neat, clean and without holes or tears. Each Operator must have photo identification visible at all times;
- (e) have a valid driver's license as required by provincial legislation and regulation;
- (f) have a clear criminal record check prior to commencement of employment and provide a clear criminal record check to the Proponent once per year;
- (g) provide the Proponent with a current Operator abstract from the Province of

Saskatchewan upon commencement of the provision of Services hereunder and every six months thereafter during the term of this Contract;

- (h) provide the Proponent with a copy of a valid Defensive Driving Certificate recognized by Transport Canada or be prepared to obtain one within six months of employment. Defensive Driving Certification must be updated by Operators within three months of having a preventable accident or receiving a customer complaint related to Vehicle operation. For all other Operators, Defensive Driving Certification must be updated every four years;
- (i) provide the Proponent with proof that First Aid/ cardiopulmonary resuscitation (“CPR”)/Automated External Defibrillator (“AED”) certification has been obtained or be prepared to take the certification within six months of the start date of employment. Once First Aid/CPR/AED certification is obtained, it must be kept current throughout the duration of employment;
- (j) be given refresher sensitivity training about working with people with disabilities and seniors and customer service training once every two years;
- (k) be alert, healthy, and well rested at all times while operating a Vehicle;
- (l) be polite and considerate of passengers and the public;
- (m) not talk or text on a personal electronic device or hands-free device when operating a Vehicle;
- (n) not smoke inside the Vehicle or within 10 metres of the Vehicle;
- (o) obey all traffic laws and posted speeds;
- (p) have a good knowledge of the location of streets and major activity areas in the City of Regina; and
- (q) comply with any other reasonable requests of the City.

(3) The Proponent shall provide the City with a report at the beginning of each month which demonstrates that every Operator’s training and certification is up to date as required under this Contract. This report must list a start date of the employee and the most current date of when:

- (a) photo identification was issued;
- (b) a full uniform was issued or replaced;
- (c) an Operator’s abstract was reviewed;
- (d) a clear criminal record check was obtained;
- (e) a defensive driving course was taken and completed successfully;
- (f) first aid and CPR/AED certification was taken;
- (g) customer service training was taken; and
- (h) sensitivity training about working with people with disabilities and seniors was taken.

- (4) The Proponent must notify the City when new Operators are training on scheduled runs and new employees are assigned to operate Vehicles for three weeks following the completion of their training.
- (5) The Proponent shall ensure that at least one of its employees located in Regina is a Certified Q'Straint Trainer for the duration of the Contract. This employee shall be responsible for delivering training, about how to appropriately use Q'Straint restraints, to all of the Proponent's operators. The Proponent shall have 6 months from the start date of the contract to ensure that certification is received.

PASSENGER SERVICE

- (1) The Proponent shall ensure that it's Operators:
 - (a) assist passengers one at a time in and out of the Vehicles and assist passengers between the Vehicle and the inside of the exterior set of Accessible Building Entrance Doors at the place of origin and destination. At other than private residences, the Operators must also assist customers to and from a lobby or designated waiting area that is reasonably close to the outer accessible entrance door. The Vehicles will be required to transport passengers as safely, conveniently and lawfully close as possible to a building entrance door. To minimize the amount of noise and fumes, when weather permits, Vehicle engines must be turned off during passenger pick up or drop off;
 - (b) enter the public place of trip origin (designated pick-up door) in order that passengers are aware of the Operator's presence;
 - (c) confirm that each passenger is picked-up and dropped-off at the place of origin and destination listed on the trip schedule and receive verbal and visual confirmation when dropping-off passengers who must be met by someone at their destination;
 - (d) not depart any pick-up location without a passenger unless instructed by the dispatcher;
 - (e) collect the appropriate fare from each passenger using the Automated Fare Collection System;
 - (f) confirm that each passenger, Attendant and Companion in the Vehicle is secured by a seat belt and mobility aid restraint system, if required, properly fastened prior to the Vehicle being put in to motion;
 - (g) secure infants and toddlers under 18 kg in a child safety seat secured in the Vehicle;
 - (h) assist passengers in manual wheelchairs up or down one step provided that safe conditions exist; and
 - (i) accurately enter trip information as per procedures determined by the City into MDCs.

- (2) The Proponent shall be liable for any injury resulting from the failure of an Operator to ensure that each passenger transported is secured by a seat belt and mobility aid restraint system properly fastened at all times while the Vehicle is in motion.
- (3) The Proponent shall ensure the safety of passengers using the Vehicles in the manner of a reasonably prudent person providing the Services.
- (4) The Proponent shall be liable for all costs related to damages by its Operators or supervisors caused to personal property, including mobility devices.

ATTENDANTS AND COMPANIONS

- (1) The Proponent shall allow, if space is available on the Vehicle, one Attendant per passenger, unless more than one is required for medical purposes.
- (2) The Attendant shall not be charged a fare but can be required to provide assistance to the passenger beyond the duties of the Operator.
- (3) The Proponent shall allow, if space is available on the Vehicle, passenger Companions in addition to an Attendant. Companions pay the applicable transit fare as set out in the applicable City bylaw.

OPERATOR SUPERVISION

- (1) The Proponent shall be responsible to have an Operator supervisor for all hours that the Service operates. The supervisor shall be separate from clerical, servicing and maintenance staff and shall be stationed at the Proponents premises except when conducting road supervision or attending off-site meetings or training. The supervisor shall be responsible for:
 - (a) monitoring the radio when its operators are driving Vehicles at all times;
 - (b) road supervision;
 - (c) managing employee concerns; and
 - (d) ensuring that the provisions of this Contract are met.
- (2) The Proponent must ensure that its supervisors spend a minimum of eight hours per Day conducting road supervision at various locations and times to ensure that its Operators are meeting all the provisions of the Contract. The supervisors must keep reports detailing:
 - (a) the dates, times and locations the supervision occurred;
 - (b) the number of Operators that were monitored; and
 - (c) what Contract provisions were monitored.
- (3) The Contractor must substantiate through its supervision reports that all of Contract provisions related to Operators have been monitored on a monthly basis.
- (4) The City shall provide training for the Proponent's management and supervisory staff on the use of MDCs, Automated Fare Collection System, securing paratransit passengers, provisions of this Contract and policies and procedures of the City at no charge to the Proponent. The Proponent shall bear the cost of its employees attending this training and for

subsequent training for other employees of the Proponent who are responsible for such Services.

(5) The Proponent's supervisor shall attend to every incident or accident involving passengers.

(6) The City will provide the Proponent's supervisor with trip manifests (scheduled runs) for monitoring provisions within the Contract if requested. These manifests must be returned to the City within 72 hours of the finish time on the manifest. The City will then destroy the manifest.

CONTRACT MANAGEMENT/WORKING RELATIONSHIP WITH THE CITY

- (1) The Proponent shall designate a Contract Manager separate from clerical, maintenance, servicing, operations and Operator supervisory staff to work with the City in:
- (a) carrying out the provisions of this Contract;
 - (b) dealing with escalated concerns;
 - (c) developing strategies to enhance customer service; and
 - (d) implementing initiatives to enhance the service quality.
- (2) The Proponent's Contract Manager and supervisory staff shall meet with the City to conduct a weekly review (or as often as determined by the City) of the operation of the Services to ensure the greatest efficiency and passenger safety of the Service.
- (3) The Proponent will make the City aware of any concerns affecting passenger service that are raised by its Operators.
- (4) The Proponent will participate in joint initiatives between the Proponent's and City's staff intended to strengthen communication, enhance customer service and strengthen service delivery. The Proponent will bear the cost of its Operators and its other staff attending these events (typically two or three a year).
- (5) The Proponent will participate in a Customer Service Committee with the City whose purpose is to enhance customer service for RPS. This Committee typically meets monthly. The Proponent will bear the cost of its Committee representatives attending the meetings.
- (6) The Proponent will provide access to its Company's key senior management personnel at the City's request if the City feels its concerns are not being resolved to the City's satisfaction.

COMPLAINTS

- (1) The Proponent shall ensure that complaints and commendations from passengers, or any other persons, regarding the Service shall be referred to Service Regina at 777-7000, or as directed by the City.

- (2) The Proponent shall provide a written response to inquiries and complaints to the City within 48 hours of their being received. The response will be courteous, comprehensive and informative.
- (3) The Proponent shall provide full assistance in the investigation of any complaints. The City and Proponent shall jointly investigate complaints where site visits or face-to-face meetings with customers and/or the public is required.

POLICIES AND PROCEDURES

- (1) The Proponent recognizes, accepts, and agrees to comply with the RPS Policy and Procedure Guide (Appendix B) and any changes made to the guide herein for the duration of the Contract period.
- (2) The Proponent shall cooperate with the City's staff in the implementation of any procedural changes that may result in increased productivity, customer service and efficiency associated with the service.

PASSENGER INJURIES AND/OR VEHICLE ACCIDENTS

- (1) The Proponent shall advise the City immediately of any injuries to passengers, and/or any accidents involving passengers or Vehicles. This shall be followed-up with a written report outlining the time, location, date, block number and circumstances of the occurrence. Where the injury or accident was deemed to be preventable, the Proponent must provide a plan of how it intends to prevent this type of injury or accident from reoccurring.
- (2) The Proponent shall be responsible for any and all damages or claims for damage, for injuries or accidents done or caused by it or its employees or resulting from the provision of the Services or any of its operations or caused by reason of the existence or locations of the Services or of any materials, plant or machinery used therein or thereon, or which may happen by reason thereof, or arising from any failure, neglect or omission on its part or on the part of its employees to do or perform any or all of the several acts or things required to be done by such employee or employees under the terms of this Contract.

CONTRACT MONITORING

- (1) The City may have access to the Proponent's premises at any time for the purpose of monitoring any aspect of this Contract.

DOCUMENTATION

- (1) The Proponent shall provide the City with operation, supervision and maintenance reports as required by the City.
- (2) Each party is likely to disclose information ("Disclosing Party") to the other ("Receiving Party") from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature

("Confidential Information"). The Receiving Party shall not disclose such Confidential Information to any person other than in connection with the provision of the Services or as otherwise provided for in this Contract. This restriction does not apply to information that:

- (a) the Receiving Party must disclose by law or legal process;
- (b) is either already in the public domain or enters the public domain through no fault of the Receiving Party;
- (c) is available to the Receiving Party from a third party who, to the Receiving Party's knowledge, is not under any non-disclosure obligation to the Disclosing Party; or
- (d) is independently developed by or for the Receiving Party without reference to any Confidential Information of the Disclosing Party.

(4) Each party is likely to disclose information ("Disclosing Party") to the other ("Receiving Party") from time to time in the course of the provision of the Services, which is marked or designated as confidential or proprietary at or prior to disclosure or which would appear to a reasonably prudent person to be confidential and/or proprietary in nature ("Confidential Information").

(5) The Contract shall become public information, pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act*.

BOOKS, PAYROLLS, ACCOUNTS AND RECORDS

(1) The Proponent shall maintain and keep sufficiently complete and accurate books, payroll, accounts and records relating to the performance of the Contract to permit verification and audit and the Proponent shall have no claim to payment unless such books, payrolls, accounts, and records have been so maintained and kept.

(2) The Proponent shall preserve all original books, payrolls, accounts, and records relating to the performance of the Contract or to claims arising there from, for a period of three (3) years after the Completion of the Services or the final settlement of all claims whichever is longer.

INDEMNIFICATION AND INSURANCE

(1) The Proponent shall, at all times, keep harmless and fully indemnify the City from and against all claims and demands, including third party claims, which may be brought against or made upon the City and against all loss, liabilities, judgements, costs, damages or expenses that the City or a third party may sustain, suffer or be put unto resulting from, arising from, or in any way incidental to the performance of this Contract by the Proponent or arising from any act or deed, or any omission or act of the Proponent, its Sub-Proponents or any servant or agent or employee of any of them during the term of this Contract.

(2) The Proponent's liability under this section shall be complete and absolute notwithstanding any instructions or the absence of any instruction given by the City's employees.

(3) The Proponent shall obtain and maintain during the course of the Contract:

- (a) A Comprehensive General Liability insurance policy providing coverage of at least two million dollars (\$2,000,000.00) per occurrence, inclusive for bodily injury and/or property damage, and this insurance shall also contain a garage liability extension endorsement; and
 - (b) A Commercial Auto Liability insurance policy coverage of at least three million dollars (\$3,000,000.00) per occurrence.
- (4) The Proponent shall, at the time of executing this Agreement, provide the City with proof of the insurance required in (3).
- (5) In the event that a Vehicle in the care, custody or control of the Proponent is damaged to any extent in a motor Vehicle accident, the Proponent shall:
- (a) advise the City of such accident and provide full particulars of damage;
 - (b) attend to the adjustment of any insurance claim and to repair of the Vehicle if such measures are required by the City;
 - (c) attend to the payment of any deductibles provided in the insurance carried by the Proponent; and
 - (d) secure approval of the City with respect to any cash settlement negotiated under insurance policies and promptly remit all such proceeds to the City.

WORKERS COMPENSATION

- (1) It is a requirement that the successful bidder will hold an active employer's account with the Saskatchewan Worker's Compensation Board and shall maintain the account for the duration of the work.
- (2) The Proponent agrees that should its proposal be considered for Award, proof of good standing with the Saskatchewan Workers' Compensation Board, if applicable, must be supplied to the City's Purchasing Branch prior to Award of RFP.

DEFAULT BY PROPONENT

- (1) Should the Proponent fail to comply with any of the terms, conditions, and/or specifications of the Contract, the Proponent shall be considered in default of the Contract, and the City will request the Proponent to correct said default concurrent with, continuation of the Services. The City shall give the Proponent formal notice that the Proponent is in default and advise the Proponent to begin correction of the default. Within twenty-four (48) hours of receipt of such notice, the Proponent shall send the City written acknowledgement of receipt. Within seventy-two (72) hours of receipt of the notice, the Proponent shall advise the City writing of the steps or actions to be taken to correct default, establishing in writing a schedule for their performance of which default must be remedied within 30 days.
- (2) The City may charge the Proponent up to \$250.00 for every occurrence the Proponent is found to be in violation of the Contract. This section on default and applicable fines excludes

sections where penalties already exist (Scheduling and Dispatching (7), Irregular Finish Times (8) and Out of Service Vehicles (1) – (5)).

TERMINATION

(1) The parties may, by written notice to the other party, immediately terminate the Contract without prejudice to any other remedy or right it may have, if:

- (a) the Proponent becomes bankrupt or insolvent or is so adjudged;
- (b) if the Proponent makes a general assignment for the benefit of creditors;
- (c) the Proponent's goods or chattels are liable to seizure by any secured party or lienholder;
- (d) a writ of execution, sequestration or extent issues against the goods or chattels of the Proponent;
- (e) the Proponent becomes the subject of any Act respecting liquidation or winding-up;
- (f) the Proponent or any of its agents give, or offer any gratuity to, or attempt to bribe, any member of the City, Council or officer of the City;
- (g) the Proponent is in default of its obligations under the Contract and the default is not remedied within 30 business Days after notice is received; or
- (h) in the event acts or omission of the Proponent (including any Vehicle Operator employed by the Proponent) gives rise to a reasonable apprehension for the continuing safety of passengers entrusted to the care of the Proponent.

(2) The Proponent acknowledges that the safety and comfort of passengers with disabilities is of the essence in this Contract.

NOTICE

(1) Any notices to be given under this Contract shall be deemed to be given if there is proof of delivery and the correspondence is addressed as follows:

To the City at:

Attention: Director of Transit
City of Regina
333 Winnipeg Street
P.O. Box 1790
Regina, SK S4P 3C8

or to any other address as may be designated in writing by the parties.

- (2) Notice given if there is proof of delivery, if posted in Saskatchewan, shall conclusively be deemed to have been received on the fifth business Day following the date on which such notice is mailed.
- (3) In the event of a postal strike, notice may only be given by personal delivery.

INDEPENDENT CONTRACTOR

- (1) Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties, or be construed to evidence the intention of the parties to constitute such a relationship.
- (2) The parties acknowledge that the Proponent is at all times an independent Proponent and shall not under any circumstances be under the employ of the City.
- (3) All Contracts, whether of employment or otherwise, entered into by the Proponent with respect to this Contract shall be made by the Proponent as principal and not as agent of the City and the City shall have no liability therein.
- (4) All Operators and Operator Supervisors of the Proponent are employees of the Proponent.

PROPONENT'S UNDERSTANDING

- (1) It is hereby declared and agreed by the Proponent that this Contract has been entered into with the Proponent's full knowledge respecting the nature of the Services to be done, the location, character, quality and quantities of the Services to be provided, the character or the equipment and facilities needed, the general and local conditions and all other matters which can in any way affect the Services under this Contract, and the Proponent does not rely upon any information given or statement made to it in relation to the Services by the City.

OCCUPATIONAL HEALTH AND SAFETY

- (1) The Proponent acknowledges that it will, at all times, ensure compliance with the The Occupational Health and Safety Act, 1993 of the Province of Saskatchewan and the Regulations made thereunder. The Proponent accepts the responsibility for the health and safety of its employees by providing appropriate protective equipment and training as required and taking all reasonable precautions for the protection of its employees.

COMPLIANCE WITH LAWS AND STATUTES

- (1) The Proponent shall observe the provisions of *The Labour Standards Act*, *The Worker's Compensation Act, 1979* and *The Occupational Health and Safety Act, 1993*.
- (2) In the event the Proponent fails to comply with the Acts in (1), and the City is required to do anything or take any steps or pay any sums to rectify such non-compliance, the City may subtract the cost of such rectification from any monies owing to the Proponent.

- (3) The Proponent shall operate its business and shall carry on and conduct all activities pursuant to this Contract in compliance with all federal, provincial and municipal laws, ordinances, rules, regulations, bylaws and codes.
- (4) The reference to any legislation in this Contract shall be deemed to include all amendments thereto and all regulations thereunder and all statutes, including all amendments thereto and regulations thereunder, that may be substituted for that legislation.
- (5) The Proponent and its employees shall comply with all applicable laws, statutes and regulations existing at the time of the RFP or that may be enacted during the term of the Contract.
- (6) The Proponent shall obtain at its own expense all licences, approvals and permits and shall provide, at the request of the City provide proof of all licences, approvals and permits required by Government Departments, Ministries and Agencies, federal, provincial and municipal, having jurisdiction over the Services.
- (7) This Contract shall be governed by the laws of the Province of Saskatchewan.

WORDS

- (1) No change or modification of the Contract shall be valid unless it is in writing and signed by the Proponent and the City.

ASSIGNMENT AND SUB-CONTRACTING

- (1) Neither the City nor the Proponent may assign the services or any portion of the Services without the prior written consent of the other party.
- (2) The Proponent shall not sub-contract or give honouraria for the performance of any part of the Services without the City's prior written consent, such consent may be unreasonably withheld.
- (3) Any consent given according to subsection (2) will not relieve the Proponent from the Proponent's obligations under this agreement or propose any liability on the City related to the sub-contractor.
- (4) In particular, the Proponent shall indemnify the City and hold the City harmless from and against any claims, demands, suits, causes of action, losses, damages, liabilities and costs relating to, arising out of, or connected to, directly or indirectly, with the Services performed by a sub-contractor including - _____(insert name of sub-contractor if applicable).

ENTIRE CONTRACT

- (1) The Contract constitutes the entire Contract between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations, or Contracts, either written or oral, relating to any manner to the Services. No amendment of this Contract shall be valid or binding unless set forth in writing and duly executed by the parties hereto.

BINDING ON SUCCESSORS

(1) This Contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns of each of them.

CONFLICT OF INTEREST

(1) All firms are required to disclose to the City, prior to accepting the award of this RFP, any potential conflict of interest.

(2) If during the Contract, a Proponent is retained by another client, giving rise to a potential conflict of interest, then the Proponent shall so inform the City and if a significant conflict of interest is deemed to exist by the City, then the Proponent shall refuse the new assignment, or take such steps as are necessary to remove the conflict of interest.

FORCE MAJEURE

(1) Subject to the provisions of this Contract, if either party to this Contract is unable to observe or perform any of the covenants or obligations herein imposed upon it and such inability shall have been caused by force majeure, as hereinafter defined, such inability shall be deemed not to be a breach of such covenants or obligations and such covenants and obligations shall be suspended during the continuance of any such inability so caused except the obligation of a party hereto to make payment of any amounts then owing hereunder.

(2) For the purposes of this Contract, the term “force majeure” shall mean any acts of God, lightning, earthquakes, storms, pandemics, strikes, lockouts or other industrial disturbances, acts of the Queen’s enemies, sabotage, explosions, accidents to Vehicles, intervention of a federal, provincial or municipal government or from any of their agencies or boards, the order or direction of any court or any other cause, whether the kind hereinafter enumerated or otherwise, within the reasonable control of the party claiming suspension, and which, by the exercise of due diligence, such party could not have prevented or is unable to overcome.

(3) Neither party shall be entitled to the benefits of the provisions of this Contract dealing with force majeure to the extent that such inability to perform or comply shall have been caused by any of or all of the following circumstances:

- (a) the negligence or contributory negligence of the party claiming suspension;
- (b) the breakdown of Vehicles which could have been prevented by regular preventative maintenance;
- (c) the Operators being late for their Services shifts;
- (d) the party claiming suspension having failed to make reasonable attempts to remedy the condition or having failed to resume the performance of such covenant or obligations with reasonable dispatch; or
- (e) the lack of finances or was related to payment of any amount or amounts due hereunder.

GENERAL

- (1) The Proponent shall procure and maintain at the cost and expense of the Proponent, such licences, permits or approvals, from federal, provincial, municipal or other government authorities as may be necessary to enable the Proponent to conduct its business in accordance
- (2) Neither party shall hold itself out contrary to the terms of this section by advertising or otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this section.
- (3) If any provision of this Contract be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Contract, which shall remain in force and be binding as though the said provision had not been included.
- (4) The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Contract.
- (5) The waiver by the City or the Proponent of the strict performance of any condition, covenant or Contract herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or Contract, nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or Contract.
- (6) This Contract shall not be modified, varied or amended except by an instrument in writing signed by the parties.

SCHEDULE A

VEHICLE MAINTENANCE REQUIREMENTS

Routine Maintenance:

Routine Maintenance is to be performed on each Vehicle at regular intervals as recommended in the Original Equipment Manufacturer's repair and maintenance manuals and shall include, but is not limited to the following:

- (a) Engine
 - all ignition items
 - all oil leaks
 - all fuel leaks
 - all oil seals
 - all oil-control gaskets
 - all water/anti-freeze control gaskets
 - all filters
 - all hoses/clamps
 - auxiliary oil cooler
 - fuel injector tune-ups/kits/parts
 - electronic engine controls
 - all sensing devices
 - thermostats/housing
 - water pump overhaul/replacement
 - fan blades & pulleys
 - all belts
 - vacuum service, lines & attachments
 - oil changes & filter changes
 - frost plugs & block heaters

- (b) Transmission
 - auxiliary oil cooler
 - front pump seal/gasket/"o" rings
 - all exterior cover gaskets/"o" rings

- extension housing seal
- pan gasket
- oil changes
- filter changes
- lines/fittings/hoses
- dipstick/tube replacement
- electronic controls

(c) Electrical

- all lights/bulbs/lenses
- alternator service/replacement
- starter service/replacement
- battery service/replacement
- minor repairs
- breaks
- bare sections
- connectors
- minor "shorts"
- all switches/resistors/controls, etc.
- all electronic components
- heater motor service/replacement
- A/C motor service/replacement

(d) Steering/Suspension

- shock absorbers/bushings
- stabilizer bar/bushings
- ball joints
- tie rods/ends
- pitman arm/idler arm
- grease nipples/fittings
- wheel alignment service

(e) Brakes

- brake pads/shoes/service
- brake hardware & cables
- brake hoses, lines & fittings
- brake drum/rotor resurfacing
- all brake cylinder/caliper service
- brake drum/brake rotor replacement

(f) Miscellaneous

- all exhaust components/parts/service
- all glass "chips" & repairable cracks
- wheel & tire repair/replacement
- heater core repair/replacement/service
- radiator repair/cleaning/service
- cooling system flush/service
- A/C recharge/service
- Two-way radio wiring and installations
- MDC wiring and modem installations
- MDC troubleshooting for GPS and wireless signal (wiring)
- Automated Fare Collection troubleshooting and minor repairs
- L-track and restraint installations and modifications
- Q-strait storage installations
- Child safety tether installations
- Minor repairs and installations under \$300
- A/C items other than those listed under "Major Repairs"
- Preparing new buses to be put into service
- Preparing buses for decommissioning

Major Repairs:

The following repair items are classified as Major Repairs within Schedule A with the cost of the following repairs borne by the City.

The Proponent will receive approval from the City to complete Major Repairs with a cost over \$1,000.

Major Repairs include, but are not limited to the following:

- (a) Engine
 - cylinder block & piston assembly
 - cylinder heads
 - intake manifold
 - emission control air pump
 - special equipment exhaust manifold
 - fuel pump
 - emission control auxiliary systems
 - ERG coolers
 - NG sensing devices
 - turbocharger
 - front and rear crankshaft seals
 - diesel oil coolers
 - internal diesel injectors
 - printed circuits – ECM –Electric Control Modules, BCM – Brake Control Modules, ABS – Anti-Lock Braking System

- (b) Transmission
 - transmission assembly
 - torque converter
 - flex-plate/ring gear

- (c) Rear Axle
 - rear axle housing assembly
 - differential carrier/case/gears/bearings
 - drive axle assembly

- (d) Steering/Suspension
 - front & rear springs
 - king pins
 - I-beams
 - control arms
 - uninsured frame repairs
 - major air-ride components
 - air bellows
 - air compressor
 - steering gear/rack

- (e) Brakes
 - power brake booster assembly

- (f) Body/Glass/Trim (uninsured items only)
 - approved paint & body repair
 - seat & upholstery repair
 - step treads and rubber flooring
 - irreparable glass damage

- (g) Miscellaneous
 - radiator re-core
 - A/C compressor
 - A/C condenser
 - A/C evaporator
 - printed electrical circuits
 - uninsured irreparable fuel tanks (gasoline or diesel)
 - uninsured compressed gaseous fuel cylinders (bus mounted)
 - W/C lift/ramp replacement
 - W/C lift/ramp directional control replacement
 - W/C lift/ramp hydraulic pump replacement

Addendum#1
Operation and Maintenance Services
For the
Regina Paratransit Service
RFP #1814

Deadline for Submissions: 2:00 p.m., C.S.T., Thursday, July 22, 2010

The following sections have been revised to read the following:

Page 2

III. TERM OF CONTRACT

The intent of this RFP is to award a contract for a period of up to five (5) years, commencing July 1, 2011. Contract continuation will be subject to satisfactory performance by the Contractor, continuing requirement for the provision of the services described in this RFP, and availability of sufficient funding.

Page 19

IX. CONTRACT TERMS AND CONDITIONS OF PROPOSAL

The intent of this RFP is to award a contract for a period of up to five (5) years, commencing July 1, 2011. Contract continuation will be subject to satisfactory performance by the Contractor, continuing requirement for the provision of the services described in this RFP, and availability of sufficient funding.

End of Addendum #1

City of Regina



Addendum#2

Operation and Maintenance Services

For the

Regina Paratransit Service

RFP #1814

Q1) We request an extension on the submission deadline.

A1) Submission Deadline is now changed to: **2:00 p.m., C.S.T., Thursday, August 5, 2010.**

Q2) Is the Union Contract available for review?

A2) It is on a public website: http://www.atucanada.ca/content_About_Us/locals/local_588.html

Go to About us, then Collective Agreements.

Q3) How many demand trips do you receive in a month?

A3) Between 850-950 per month.

Q4) How many dispatchers do you have on at peak times.

A4) At peak time we would have four (4).

The following sections have been revised to read the following:

PAGE 27 – SECTION: IX CONTRACT TERMS AND CONDITIONS OF PROPOSAL

PASSENGER SERVICE

- (1) The Proponent shall ensure that it's Operators:
 - (a) **assist passengers one at a time, at the place of trip origin and destination, in and out of the Vehicles and between the Vehicle and the inside of the exterior set of Accessible Building Entrance Doors. At private residences the Operators must assist passengers through an entrance door which allows passengers to be left in a heated part of the residence. Unheated porches, covered decks and/or garages are not acceptable locations to leave passengers. In other than private residences, Operators must assist passengers to and from a heated lobby or designated waiting area that is reasonably close to the outer accessible entrance door. Passengers will not be left between a set of double entrance doors even when there is heat between the set of double doors;**

- (b) **transport passengers as safely, conveniently and lawfully close as possible to a building entrance door. To minimize the amount of noise and fumes, when weather permits, Vehicle engines must be turned off during passenger pick up or drop off;**
 - (c) enter the public place of trip origin (designated pick-up door) in order that passengers are aware of the Operator's presence;
 - (d) confirm that each passenger is picked-up and dropped-off at the place of origin and destination listed on the trip schedule and receive verbal **and** visual confirmation when dropping-off passengers who must be met by someone at their destination;
 - (e) not depart any pick-up location without a passenger unless instructed by the dispatcher;
 - (f) collect the appropriate fare from each passenger using the Automated Fare Collection System;
 - (g) confirm that each passenger, Attendant and Companion in the Vehicle is secured by a seat belt and mobility aid restraint system, if required, properly fastened prior to the Vehicle being put in to motion;
 - (h) secure infants and toddlers under 18 kg in a child safety seat secured in the Vehicle;
 - (i) assist passengers in manual wheelchairs up or down one step provided that safe conditions exist;
 - (j) accurately enter trip information as per procedures determined by the City into MDCs; and
 - (k) **not transfer any passengers out of their mobility devices.**
- (2) The Proponent shall be liable for any injury resulting from the failure of an Operator to ensure that each passenger transported is secured by a seat belt and mobility aid restraint system properly fastened at all times while the Vehicle is in motion.
- (3) The Proponent shall ensure the safety of passengers using the Vehicles in the manner of a reasonably prudent person providing the Services.
- (4) The Proponent shall be liable for all costs related to damages by its Operators or supervisors caused to personal property, including mobility devices

End of Addendum #2

City of Regina



Addendum#3

Operation and Maintenance Services

For the

Regina Paratransit Service

RFP #1814

Q1) What is the total annual Km operated in this service?

A1) The annual km in 2009 was 1,153,527.

Q2) We understand the start and end times for runs will change with demands. However, to better understand the service structure please provide us with the run structure templates used in Trapeze showing each proposed run's start and end time by day of week.

A2) See attached Regina Paratransit Service. The months of January and June have been provided. An alternate vehicle refers to the minivan service that the City currently provides. These hours will be converted to lift-bus service starting in January 2010.

Q3) In order to accurately price our maintenance operation; please provide a revenue vehicle list with the following information: Current km on each vehicle, Year of manufacture, Make and model, Fuel type.

A3) See attached Paratransit Bus Fleet.

Please note - the City is finalizing an order for the purchase of six new lift-bus vehicles for paratransit.

a. Accessible equipment

All buses have the Q'straint mobility device securement system. All buses also have Ricon lifts.

b. Planned year of replacement

Ideally all buses will be replaced after five years of service which means six new buses will be purchased every year. However, the number of buses to purchase is a decision made on a year to year basis by City Council.

Q4) Please clarify the requirement stated on Page 34, Section IX Contract Terms and Conditions of Proposal, Occupational Health and Safety as required by the RFP.

A4) This refers to policies affecting the health and safety of passengers and/or operators. An example might be the requirement of all operators to wear shoes with steel toes. For further information please access The Occupational Health and Safety Act, 1993 of the Province of Saskatchewan.

Q5) Please elaborate on Page 23, Section IX Contract Terms and Conditions of Proposal, Item 7, the on-time performance. Is this system currently in place?

A5) This refers to operators starting on-time for scheduled blocks of work. Yes this system is currently in place.

Q5a) Is there consideration for lateness due to conditions out of the control of the operators such as weather or unusual traffic conditions?

A5a) Yes, if for example the roadways were obstructed due to severe weather the penalties would not apply.

Q6) Page 21-22, Section IX Contract Terms and Conditions of Proposal, Vehicle Maintenance, Servicing and Fuel. In order to estimate fuelling costs, where are the fuelling locations the operator will use for non-CNG vehicles?

A6) Vehicles are fuelled at the City yards located at 5th Avenue and Albert Street.

Q7) Page 23, Section IX Contract Terms and Conditions of Proposal, Scheduling and Dispatching – mentions requirement that drivers maintain 2-way radio contact with dispatch – who provides this radio equipment?

A7) The City supplies and maintains the radio equipment. Extra radio equipment is supplied to the contractor for supervisory purposes. All radios have 911 emergency access.

Q8) Page 24, Section IX Contract Terms and Conditions of Proposal, Irregular Finish Times (3) states that any run ending between 1-10 minutes late will not result in additional compensation; (4) states that if a run drops off 15 or more minutes after its normal finish time, then the proponent will be paid for this time. What about the time between 10 and 15 minutes late?

A8) **Correction** (3). The corrected section on irregular finish times will read as follows:

IRREGULAR FINISH TIMES

(1) The City reserves the right to an Irregular Finish Time of Runs.

(2) The Proponent must ensure that all Vehicles and Operators are available to complete the last pick up assigned, which will at times increase the in-service hours of a Vehicle and Operator.

(3) If a Vehicle finishes its last drop off assignment between zero and fifteen minutes after its normal finish time, no additional time will be paid.

(4) If an Operator finishes its last drop off fifteen or more minutes after its normal finish time, additional time will be paid by the City proportional to Unit Hour costs (e.g. if a run finishes 17 minutes past its scheduled end time, 17 minutes of Unit Hour costs will be paid etc.).

(5) If the Proponent's Operators return the Vehicles to the storage facility prior to the end of an assigned run, the City shall deduct double the time that the Vehicle arrives early (e.g. if the Vehicle returns 10 minutes early, 20 minutes of service time will be deducted). The MDC shall be the record used for billing purposes.

Q9) Page 20, Section IX Contract Terms and Conditions of Proposal, Quantity of Unit Hours – If the City schedules contain gaps of time throughout the day during which no passenger is scheduled for transport, is this time billable as Unit Hours of Service? For example, if there is a same day cancellation or no-show, is the proponent compensated for the entire schedule?

A9) The contractor is compensated for the entire schedule even if there are gaps in the schedule caused by a lack of bookings, cancellations and/or no-shows.

Q10) Please provide the contractual rate the City will be paying FirstBus in June 2011.

A10) The unit hour rate is \$42.29.

Q11) Please provide the Current contract with FirstBus Canada Limited for the services to be provided.

A11) This information can be obtained by contacting the City of Regina Office of the City Clerk at 306.777.7262.

Q12) Please provide the annual costs for vehicle taxes, license and registration fees? Are these the responsibility of the contractor?

A12) These costs and any costs related to an annual inspection of each vehicle are the responsibility of the contractor. These costs can be obtained by contacting Saskatchewan Government Insurance (SGI).

Q13) Fare Equipment – please provide information regarding the fare equipment. Please clarify who is responsible for the maintenance and repair of this equipment.

A13) The City will be adopting an automated fare collection system for fixed-route and paratransit in November 2010. This will require each paratransit operator to carry a hand held device that will read passes and collect information about fares. Automated fare collection troubleshooting and minor repairs will be the responsibility of the contractor. If any of the hand held devices are damaged or lost by an operator it will also be the contractor's responsibility to fix or replace the device. There are no fare boxes on the buses

For anyone unable to attend the on-site tour, the following list and addresses were driven by:

1. Tour Regina Transit – 333 Winnipeg Street
2. Tour a Paratransit Bus – 333 Winnipeg Street
3. Lutheran Home – 1925 – 5th Ave North
4. William Booth – 2828 – 6th Ave North
5. Huston Heights – 702 Sangster Blvd
6. Cheshire – 4404 & 4402 Sherwood Dr
7. Pasqua Hospital – 4101 Dewdney Ave
8. Brandt Centre
9. Santa Maria – 4215 Regina Ave
10. Wascana Rehab Hospital – 2180 – 23rd Ave
11. Regina General Hospital – 1440 – 14th Ave
12. Hope' Home – 350 College Ave
13. Jean Vanier School – 425 – 15th Ave
14. Sask Energy – 9th and Winnipeg St. (Fuelling Station)
15. Saskatchewan Abilities Council – 825 McDonald St
16. First Canada – 140 – 4th Ave East
17. Cosmopolitan Learning Center – 810 Edgar St
18. City Fuel Yard – 5th and Albert St

End of Addendum #3

Attachment – Regina Paratransit Service (Nine (9) pages)
Paratransit Bus Fleet (One (1) page)

City of Regina



REGINA
Infinite Horizons

Addendum#4
Operation and Maintenance Services
For the
Regina Paratransit Service
RFP #1814

The following questions have been asked:

- Q1) Page 32 of the RFP states the Proponent is responsible for accident damages sustained to a Vehicle in their care, custody or control and is responsible for any deductibles provided in the insurance carried by the Proponent. The insurance requirements indicate Automobile Liability insurance is required, but there is no requirement for Physical Damage coverage for The City vehicles. Is Physical Damage coverage required or may the Proponent self insure for these damages?
- A1) The Contractor is required to register the vehicles with Saskatchewan Government Insurance. Physical damage coverage is not necessary for the purpose of complying with this RFP. The City does not insure the vehicles.
- Q2) The RFP, on page 32, states "The Proponent agrees that should its proposal be considered for Award, proof of good standing with the Saskatchewan Workers' Compensation Board, if applicable, must be supplied to the City's Purchasing Branch prior to Award of RFP.

Since we have no employees under the Saskatchewan Workers' Compensation Board. We have been advised by the Board that we are unable to submit an application until we do have employees within the Province of Saskatchewan and once the application is submitted it will take up to 30 days, as allowed by law, to obtain proof of good standing. Will the City consider removing to amending this requirement?

- A2) **The following section in the RFP has been revised to read the following:**

Page 32 – Section IX – Contract Terms and Conditions of Proposal

Workers Compensation

- (2)must be supplied to the City's Purchasing Branch within 45 days from the award of RFP.

- Q3) Please confirm that the Performance Security of \$300,000 can be in the form of cash, cheque certified by the bank upon which it is drawn, a bank cheque, a money order, an irrevocable bank letter of credit OR a performance bond if acceptable.

A3) Refer to Section IV – Instructions to Proponents – Item L. in the RFP which is explicit on the forms of security the City will accept.

Q4) The answer to Question 10 of Addendum 3 states that the June 2011 unit hour rate is \$42.29. Addendum 2 of the contract with the current provider indicates a rate of \$38.75 through June 30, 2011. Is there an additional Agreement reflecting the \$42.29 rate?

A4) There are currently two contracts with the current contractor for the operation and maintenance of paratransit service. One contract relates to minibus (lift-equipped) service and one relates to minivan service. There are two Addendums relating to each of the contracts. The 38.75 rate in the Addendum#2 refers to the minivan service which is being discontinued. The 42.29 rate is the unit hour rate listed in the Addendum#2 for minibus or lift-equipped bus service.

Q5) On the Schedule A - Wages sheet that is part of the ATU Local 588's Collective Bargaining Agreement (available on the ATU website), it shows three tiers of rates for each Lift Operators and Van Operators; Operators, Probationary Rate, and Following 6 month rate. Can the City assist in providing answers to the following questions in order to ensure all interested bidders have the right information to ensure the existing employees are made as whole as possible if there is a transition?

- Next to the Probationary Rate "(520 hrs)" is shown. Does this imply that the Probationary rate is valid for the first 520 hours of this employee? Are training hours included within this volume and/or are training rates different than the Probationary Rate?
- Next to the Following 6 month rate "(520 hrs)" is shown again. Does this rate begin after 6 months or after 520 hours (520 hours is the equivalent of 3 months); and/or does the 6 month rate remain valid for only 520 hours after the employee reaches their 6 month seniority level?
- The Operator rates are significantly higher than the other listed rates. Do all drivers receive this at a specific Hours/Seniority level or is the top end of the wage scale?

A5) The City cannot provide this information.

Q6) Also on the Schedule A – Wages (ATU CBA), on Page 19, it states "Benefits for full time employees as described in the July 22, 2008 attached offer are to form part of this agreement." This agreement is not posted on the ATU website. Can the City assist in providing this document to ensure all potential bidders have the ability to price with the right information to ensure existing employees can be made as whole as possible if there is a transition?

A6) The City cannot provide this information.

Q7) Can the City assist in providing a seniority list for all of the existing employees, in order for all interested bidders to have the right information to ensure the existing employees are made as whole as possible if there is a transition?

A7) The City cannot provide this information.

Q8) The RFP states that the current budget is \$3.8M for the Regina Paratransit services, but when you multiple the current hourly rate across the RFP stated 65,000 hours, this equals approximately \$2.8M. Can the City either explain the variance between these two numbers, or explain if there is a difference in hours that are currently being provided, versus the 65,000 annual hours the RFP requests bidders to use in our annualized pricing for the next contract term?

A8) In 2010, the City has a budget for 70,000 unit hours to be paid to the current Contractor. The difference between the total budget and what is paid to the contractor is used to pay for fuel, major repairs, City scheduling/dispatching and management staff and other miscellaneous costs.

Q9) The January 2010 schedules that were provided shows routes 1,2,3,4,5 are 16.25 hours. Please confirm these shifts are being operated by two drivers (approximately 8 hours each).

A9) The City cannot provide this information. The Contractor has control of their employee shift schedules.

Q10) Similarly, routes 16,17,18,19 show as 5 hours. These appear to be split shifts or part time shifts. Please confirm if they are splits or part time shifts?

A10) The City cannot provide this information. Contractor has control of their employee shift schedules.

Q11) Does the City schedule 10 or 12 hour shifts for operators? This would infer 4 day, 10 hour workweeks. Are these common for this service? If the City is scheduling 12 hour shifts, are 3 day, 12 hour work weeks being scheduled?

A11) The City does not schedule operator shifts. The City provides the schedule and it is the contractor's responsibility to decide how the scheduled hours are covered by its operators.

Q12) Please confirm which vehicles on the provided fleet list are being replaced by the six new vehicles that are being procured for these services?

A12) Six of the 2002/2003 CNG vehicles will be replaced.

Q13) Please clarify if the time that the driver is fueling while during their work day is compensated as a revenue hour to the contractor, or is this non revenue time? If non-revenue time, how long are the fuel breaks being scheduled for?

A13) The City will schedule and pay for fuel breaks only for CNG vehicles. The length of the time for the break is dependent upon where the trips prior to and following the fuel break are. The contractor must ensure all diesel vehicles are fuelled prior to being put into service on scheduled runs. The City does not compensate the contractor for time spent fuelling the diesel vehicles. The contractor is not permitted to fuel diesel vehicles during scheduled runs even if there is down time during the runs because of cancellations or no shows.

Q14) The RFP requires Road Supervision for all hours of service. Please clarify if this means a Road Supervisor on duty for all hours of service each day, or if managers can cover this requirement as well?

A14) The contractor must provide a road supervisor on duty for all hours of service each day. The Contract Manager cannot cover this requirement. The Contract Manager position must be provided in addition to the road supervisors.

Q15) Please clarify that the City is responsible for the "airtime" costs for the MDTs.

A15) The City is responsible for all "airtime" costs for the MDTs.

Q16) Please confirm that the City provides the radio system and all associated costs.

A16) The City provides the radio system and all associated costs.

Q17) Can the City clarify which Saskatchewan Labor Code applies to paid leave for parental leave?

A17) The City cannot provide this information.

Q18) Also, can the City clarify which Saskatchewan election code applies as it pertains for paid time off for voting?

A18) The City cannot provide this information.

Q19) What is the last 3 years history for the annual revenue hours? Does the City expect the projected 65,000 annual revenue hours to increase, decrease, or remain static in the next contract term?

A19) The City has had a budget for 70,000 unit hours for contracted services for the past three years. It is uncertain if this number will increase, decrease or remain static in the future.

Q20) Please clarify how frequently the buses are required to be exterior washed per week?

A20) The exterior of the buses must be kept clean. How often the exterior of the buses need to be washed is dependent on the weather. There is no prescribed number of times in a week they must be washed.

Q21) Can the City provide the current hourly rates for the non-organized contractor employees for this service?

A21) The City cannot provide this information.

Q22) Will the City allow the contractor to use spare paratransit vehicles for non-revenue purposes such as fare transfers to the City, and Road Supervision?

A22) The City will not allow the contractor to use spare paratransit vehicles for non-revenue purposes such as fare transfers to the City, and road supervision.

Q23) Would you be able to inform us of the local papers name so we may place an advertisement for drivers?

A23) The Leader Post is the local newspaper.

End of Addendum #4

City of Regina



REGINA
Infinite Horizons

Addendum#5
Operation and Maintenance Services
For the
Regina Paratransit Service
RFP #1814

The following questions have been asked:

Q1) Could the City of Regina provide a sample manifest for a specific day of the week for Block #3 and Block #43?

A1) The City cannot provide this information.

Q2) According to the service schedule included in Addendum #3, only 20 of the total 30 vehicles in the fleet are required to meet service on weekdays. Are the remaining 10 vehicles assigned as spares? What is the standard spare ratio for this service?

A2) Once the minivan service converts to lift-equipped service we anticipate having up to 24 lift-equipped buses on the road. We want to maintain between a 15 and 20% spare ratio.

Q3) With reference to "Operator Qualifications" on page 25, item (2) (a) does the minimum of 80 hours of training apply to operators who have already received the training (either through the current service provider or elsewhere) and/or to any operators that would be considered "new hires" by another contractor who is awarded this RFP?

A3) Any current paratransit operators that are working for the existing contractor that are hired by a new contractor would only be expected to have twenty-four (24) hours of training prior to commencing employment with the new contractor provided that all of their training requirements (e.g. sensitivity training) are up to date. The new contractor would be expected to conduct refresher training with these employees to ensure that all employees meet service standards. Any other employees hired would be expected to undertake the full eighty (80) hours of training prior to commencement of employment even if they were paratransit operators previously or are paratransit operators in a different location.

Q4) With reference to "Default By Proponent" on page 32, item (1), 3rd sentence, there appears to be a discrepancy between the words "**twenty-four**" and the number in brackets "(48)". Please clarify.

A4) **The following section in the RFP should be revised to read the following:**

The word "twenty-four" should be replaced with "forty-eight".

Q5) The Term of the Contract states that the intent of this RFP is to award a contract for a period of **up to** five (5) years, commencing July 1, 2011. What is the **minimum** contract term?

A5) The contract will be awarded for five years. However, if the Proponent is in default of its obligations or the City cannot meet the financial obligations of the contract the term will be shortened accordingly.

Q6) What percentage (%) of trips are "on-demand"?

A6) Approximately 6-7% of trips are "on-demand".

Q7) With reference to item (e) on page 13, the City is requesting that as part of the Human resources management strategy and staffing plan, the Proponents include a strike contingency plan. As paratransit has been identified as an "essential service", our understanding is that being identified as such, a union would not reserve the right to strike. Please clarify.

A7) The City cannot provide this information. The contractor has control over its employees and it would be its responsibility to negotiate essential services.

End of Addendum #5