

**Operation and Maintenance Services Agreement  
for the Regina Paratransit Service**

Between:

**THE CITY OF REGINA**, a city, continued under *The Cities Act*, c. C-11.1, S.S. 2002, (the “City”)

— and —

**FIRST CANADA ULC OPERATING AS FIRST TRANSIT CANADA**, an active business corporation, incorporated according to the laws of (Alberta) and duly registered as an extra-provincial corporation carrying on business in the Province of Saskatchewan (the “Contractor”)

THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

Whenever used in this Agreement the following terms shall have the meanings set out below:

“**Accessible Building Entrance Door**” means the first building door in view of the Vehicle or selected by Paratransit for either a Passenger Pick-up or Drop-off. Access to the door will not negotiate any steps where a Passenger uses a motorized wheelchair or scooter or more than one step where a Passenger uses a manual wheelchair.

“**Ambulatory**” means a Passenger who can walk but has difficulty accessing conventional transit service.

“**Accident**” means any occurrence, whether preventable or not, whereby any City Vehicle operated by the Contractor under the Agreement comes into contact with anything which results in bodily injury, damage to property, or damage to the Vehicle.

“**Add on**” means an additional trip given to the Operator of a Vehicle that was not in the original daily scheduled Run.

“**Agreement**” means this Agreement and any Amendments made to it.

“**Assistive Device**” means a cane, walker or similar aid.

“**Attendant**” means person who accompanies a registered Passenger.

“**Automated Fare Collection System**” means a system used by the City to collect and track fare media that uses smart card technology.

**“Cancellation”** means a scheduled trip cancelled with advance notice as determined by the City.

**“Cancellation at the Door”** means a scheduled trip cancelled by the Passenger when the Operator arrives at the Pick-up location.

**“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.

**“Companion”** means a person who accompanies a registered Passenger in addition to an Attendant.

**“Conventional Transit”** means any other transit service provided by the City, or a contractor for the City, other than Paratransit.

**“Day”** means a business calendar Day (Monday-Friday).

**“Dispatch”** means a centre operated by the City to communicate instructions regarding Passenger trips to Operators via two-way radio and MDCs.

**“Drop-off”** means the Drop-off location for a Passenger travelling on Paratransit specified on the Manifest.

**“Emergency”** means an event or circumstance which threatens the health, safety or welfare of any person.

**“Flex Routing”** means that buses on a Conventional Transit route can deviate from the route to go into residential areas to pick up passengers who cannot access a bus stop.

**“Irregular Finish Times”** 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).

**“Maintenance and Repair”** means any routine Vehicle maintenance as specified by the Vehicle manufacturer, periodic and scheduled Vehicle inspections, mechanical and tire repairs, component overhauls, and body and paint repairs as further detailed in section 4.3.1.

**“Manifest”** means a computerized log of Passenger trips provided by the City to the Contractor for each Vehicle which includes Passenger information and trip details.

**“MDC”** means mobile data computer that is located in each Vehicle. The MDC is used to track Vehicle location and transmit Passenger trip information to the Operators and Dispatch.

**“Mobility Assistive Device”** means wheelchair, scooter, walker or cane.

**“Must be met by an Attendant”** is a designation on some Passenger trips which requires the Passenger to be met by someone at their Drop-off location. Passengers with this designation require Operators to ensure that verbal and visual confirmation is received when transferring the Passenger to the Attendant.

**“Must have an Attendant”** is a designation on some Passenger trips which requires the Passenger to travel with an Attendant. Operators are required to ensure that these Passengers do not travel alone.

**“No Show”** means trips where a driver is unable to locate a Passenger at the designated Pick-up location established by the City.

**“On Demand”** means Conventional Transit services that can be booked short notice taking customers from origin to destination avoiding a traditional fixed route.

**“Operator(s)”** means employees of the Contractor who are drivers of the Vehicles who meet the qualifications established by the City.

**“Out of Service”** means that time when a Vehicle is not available to provide Passenger trips.

**“Paratransit”** means the City of Regina Paratransit Service.

**“Paratransit Policy and Procedure Guide”** means a guide describing Service, regulations and information on service delivery. This guide will be updated as the need arises and forms part of this agreement.

**“Passenger”** means a person who has met eligibility criteria and has been registered to use Paratransit.

**“Pick-up”** means the Pick-up location for a Passenger travelling on Paratransit specified on the Manifest.

**“Preventable Accident”** means any Accident that reasonably could have been prevented.

**“Price”** means the pricing specified in Article 3 Fees and Hours.

**“RFP”** means the City of Regina’s Request for Proposal.

**“Run(s)”** means the daily assignment of passenger Pick-ups and Drop-offs for each Vehicle as recorded on the Manifest and includes Travel Time to the first assigned Pick-up and Travel Time to the Contractor’s premises after the last scheduled Drop-off.

**“Service Animal”** means any guide or service animal accompanying a Passenger.

**“Services”** means the whole of the Services, materials required to be done, furnished and or performed by the Contractor in order to carry out the Services as described in:

- i) this Agreement;
- ii) the Request for Proposals (RFP) # Operations and Maintenance Service for the Regina Paratransit Service (Schedule A); and
- ii) the excerpts of the Contractor’s Proposal (Schedule B).

**“Sub-Contractor”** means the individual, firm, partnership or City to whom the Contractor, with the written consent of the City of Regina, sublets any part of the Service.

**“Transit and Fleet Department”** means the Transit and Fleet Department of the City of Regina.

**“TransitLive”** means a technology system used to track bus movement in real time and relay this information to customers.

**“Travel Time”** means the time required for the Vehicle to travel to its first Pick-up and the time required for the Vehicle to travel back to the Contractor’s premises after the last scheduled Drop-off on the assigned Run.

**“Unit Hour”** consists of each hour of transportation Service that is assigned or scheduled by the City.

**“Vehicle(s)”** means the City-owned Vehicles which are to be maintained by the Contractor and used to provide the Services.

## **1.2 Schedules**

The following documents are attached hereto and form part of the Agreement between the parties:

- a) Request for Proposals for Operation and Maintenance Services for the Regina Paratransit Service including any Addendums (“the RFP”) (Schedule A); and
- b) Excerpts from the proposal submitted by the Contractor in response to the RFP (Schedule B).

1.2.1 If there is a conflict or inconsistency between the provisions or obligations of this Agreement, then the dispute shall be resolved in accordance with the following documents, which are listed in priority:

- a) The body of this Agreement;
- b) Addenda to the RFP with the most recent addenda taking priority;
- c) The RFP;
- d) Schedule A, excerpts from the Contractor’s proposal.

### **1.3 References**

For all purposes of this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

- a) the headings are for convenience of reference and do not form a part of this Agreement nor are they intended to interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions;
- b) any reference to a currency is a reference to Canadian currency;
- c) "in writing" or "written" includes printing and typewriting, which may be communicated by facsimile or other electronic means;
- d) the word "including", when following any general statement, term or matter, is not to be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather is to be construed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;
- e) any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and in force from time to time, and to any statute or regulation that may be passed which has the effect of supplementing or superseding such statute or such regulation; and
- f) words importing the masculine gender include the feminine or neuter gender and words importing the feminine gender include the masculine or neuter gender and words in the singular include the plural, and words importing the neuter gender include the masculine or feminine gender and words in the plural include the singular.

### **1.4 Invalidity of Provisions; Severability**

If any covenant, obligation or agreement of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or agreement to persons, or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

### **1.5 Waiver**

No failure or delay on the part of any party in exercising any right, remedy, recourse, power or privilege (for the purposes of this Section 1.5, collectively, a "Right") under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise thereof or the exercise of any other Right. Except as may be limited herein, any party may, in its sole discretion, exercise any and all Rights available to it under this

Agreement or any other remedy available to it at law or in equity and such Rights may be exercised concurrently or individually without the necessity of making any election.

### **1.6 Governing Law, Attornment**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of Saskatchewan.

### **1.7 Interpretation Not Affected by Party Drafting**

Each party hereto acknowledges that he, she or it and his, her or its legal counsel have reviewed and participated in settling the terms of this Agreement, and the parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.

### **1.8 Conflicts and Paramountcy**

In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Schedules and any inconsistency between the Schedules will be resolved in the following order of priority:

- a) Addenda to the RFP with the most recent addenda taking priority;
- b) the RFP and Appendices;
- c) Schedule B, excerpts from the Contractor's Proposal.

## **ARTICLE 2 SERVICES**

### **2.1 Term**

The term of this Agreement is for five years, commencing July 1, 2021.

### **2.2 Services**

2.2.1 The Contractor shall provide all Services required to effectively operate the Vehicles of Paratransit. Such Services shall specifically include but are not limited to the following:

- a) provide human resources, staffing management and training to supply qualified Operator(s) and their supervision to operate the Vehicles as required to comply with all trips scheduled and Dispatched by the City;
- b) provide fare collection by the Operators;
- c) undertake customer service management;
- d) provide secure, heated, indoor storage for the Vehicles when not in use (minimum temperature 5 degrees Celsius), such storage facility to be located

within Regina city limits in relation to the potential routes within the City such that travel time and efficiency is maximized;

- e) perform Vehicle Maintenance and Repairs;
- f) ensure all Vehicle safety equipment including securement devices are regularly inspected and kept in good order; and
- g) keep the interior and exterior of the Vehicles in a manner which ensures them to be safe, clean and aesthetically pleasing to the Passengers, the public and the City.

2.2.2 The Contractor is responsible for all costs related to securing, operating, furnishing and maintaining a facility to provide the Services outlined in this Agreement.

2.2.3 The Contractor shall procure and maintain at the cost and expense of the Contractor, such licences, permits or approvals from federal, provincial, municipal or other government authorities as may be necessary to enable the Contractor to conduct its business in accordance with the terms of this Agreement.

2.2.4 The Contractor shall be responsible for providing a wheelchair accessible Vehicle for its supervisors. The Contractor shall be responsible for providing fuel, Maintenance and Repairs for the supervisor Vehicle.

2.2.5 The Contractor agrees to abide by and provide the Services in accordance with the operational rules and procedures for the operation of Paratransit adopted by the municipal council of the City, or a committee thereof, or the Director of the Transit and Fleet Department or designate, and as may be amended from time to time, in the City's sole discretion.

2.2.6 If the operational rules, procedures or fleet are changed other than as explicitly permitted in this agreement and excluding changes to the Paratransit Policy and Procedure Guide, during the Term of this Agreement, and the change imposes additional costs to the Contractor, then the City shall pay to the Contractor, in addition to the amounts payable, as set out in Article 3, 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*.

**ARTICLE 3  
FEES AND HOURS**

**3.1 Payment**

3.1.1 The City shall pay to the Contractor, for the Services at the following rates:

July 1, 2021 – June 30, 2022	\$59.74 per Unit Hour
July 1, 2022 – June 30, 2023	\$60.62 per Unit Hour
July 1, 2023 – June 30, 2024	\$62.22 per Unit Hour
July 1, 2024 – June 30, 2025	\$63.53 per Unit Hour
July 1, 2025 – June 30, 2026	\$64.58 per Unit Hour

(the "Payments")

3.1.2 In each of the years of the Agreement, if hours exceed 69,000 Unit Hours in any Agreement year, the Contractor shall pay an annual rebate to the City for each year exceeding 69,000 Unit hours at the following rates:

July 1, 2021 – June 30, 2022	\$0.98 per Unit Hour
July 1, 2022 – June 30, 2023	\$0.41 per Unit Hour
July 1, 2023 – June 30, 2024	\$0.38 per Unit Hour
July 1, 2024 – June 30, 2025	\$0.42 per Unit Hour
July 1, 2025 – June 30, 2026	\$0.42 per Unit Hour

(the "Rebate")

3.1.3 The Payments shall be in Canadian dollars and shall include all applicable duty, freight, cartage, or otherwise paid (including profit) and all compensation which shall be due to the Contractor 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.

3.1.4 The Payments to the Contractor shall be determined by Unit Hours of Services actually performed and completed by the Contractor 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(s) returns to the storage facility at the end of an assigned Run. Payments shall be in actual minutes with no rounding up or down.

3.1.5 The Contractor 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 Agreement.

3.1.6 Charges shown on the Contractor'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.

3.1.7 Within 30 Days of receiving an invoice from the Contractor, the City shall make payment to the Contractor.

3.1.8 Any variances resulting from the reconciliation of the Contractor's invoices and the City records will be debited or credited to the Contractor in the following month.



- 3.2.9 Any Rebate payable to the City by the Contractor subject to 3.1.2 shall be based upon the Unit Hours billed on a monthly basis to the City. A credit invoice by the Contractor to the City will be issued no later than August 30 of the following contract year.
- 3.1.10 Payment of the final invoice under this Agreement 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 Contractor pursuant to *The Workers' Compensation Act, 2013* have been paid in full.
- 3.2 Quantity of Unit Hours**
- 3.2.1 The City shall, in each year of the Term of this Agreement, provide to and pay the Contractor, a minimum of 63,000 Unit Hours of Services pursuant to this Agreement. The 63,000 hours includes the Services under the Agreement including Contract and Charter Service.
- 3.2.2 Except for section 3.2.1, the City does not make any representation, warranty or guarantee, during any period of time during the Term, that:
- a) any minimum number of trips will be scheduled or assigned to the Contractor;
  - b) the Contractor will receive any minimum number of scheduled trips in relation to those received by another Contractor (if any) providing the same Service; or
  - c) that the Contractor will exclusively provide services to the City's Paratransit Customers.
- 3.2.3 The City is not required to pay the Contractor the minimum estimated units of Services in the event of a Service disruption where the Contractor is unable to provide operators to complete Unit Hours of work requested by the City (e.g. labour disruption or force majeure).
- 3.2.4 During the term of this Agreement, if additional Unit Hours available are greater than 30% of the minimum Unit Hours specified in this Agreement, the Parties will work together to develop an implementation plan to accommodate the increase in work, on terms to be negotiated.

## **ARTICLE 4 VEHICLES**

### **4.1 City Fleet**

- 4.1.1 The City's Vehicle fleet of 33 lift-equipped buses fuelled by gas shall be used and maintained by the Contractor in the Provision of Services as further detailed in this Agreement.
- 4.1.2 The City reserves the right to increase or reduce the number of Vehicles or types of Vehicles in its fleet. If the City changes to a type of vehicle or different fuel type where increased maintenance costs are expected, the City shall reimburse the Contractor for Maintenance and Repair costs on Vehicles exceeding those on a lift-equipped cutaway

bus fuelled by gas. It shall be the Contractor's responsibility to request any reimbursements under this provision and to provide full justification and supporting documentation to the City.

- 4.1.3 The City will guarantee a minimum 12% spare ratio to allow for fuelling and Vehicle Maintenance and Repair. This spare ratio may only be reduced at the discretion of the Contractor if the Contractor agrees to accommodate occasional special requests from the City (e.g. special charter during peak time or camp Runs).
- 4.1.4 Vehicles are scheduled to be replaced every five to six years under the City's fleet replacement plan; however, the City reserves the right to amend or alter its replacement schedule at its own discretion. To protect the Contractor against increased Maintenance and Repair costs associated with extending Vehicle lifecycles, the City shall reimburse the Contractor for Maintenance and Repair costs on Vehicles exceeding 220,000 km to the extent that these costs in a given year exceed the average unit cost for the class of Vehicle. It shall be the Contractor's responsibility to request any reimbursements under this provision and to provide full justification and supporting documentation to the City.
- 4.1.5 The City reserves the right to increase its fleet to 40 buses with any additional costs related to the Vehicles including but not limited to storage, cleaning and Maintenance and Repair of the additional Vehicles borne by the Contractor. If the City increases its fleet size to more than 40 buses, then the City shall pay to the Contractor, in addition to the amounts payable pursuant to Article 3, an amount equal to the additional cost of providing the Services in accordance with the new fleet size.
- 4.1.6 The Contractor shall be responsible for costs related to transporting Vehicles to and from other locations (e.g. special events), within the City limits, identified by the City.
- 4.1.7 Each Vehicle will be equipped with an interior and exterior camera system to monitor safety. The camera footage will only be viewed by authorized City personnel if there is an incident or Accident or if otherwise required by law. The Contractor may request to view incident or Accident related footage as per the City's Transit Surveillance Operational Policy.

## **4.2 Vehicle Ownership**

- 4.2.1 The City owns and shall retain ownership of the Vehicles operated under this Agreement. The Contractor may be required to enter into a lease agreement with the City, at no additional charge, if required for the purposes of Vehicle insurance registration as determined by the City in accordance with section 4.2.2.
- 4.2.2 The Contractor shall be responsible for insuring and registering the Vehicles with SGI including any costs thereof. The Vehicles shall be registered with SGI in any manner that the City deems appropriate in consultation with its insurer and with SGI.
- 4.2.3 The City may protect its ownership interest in the Vehicles by registering a notice in the Saskatchewan Personal Property Registry against the Contractor 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 Contractor under this Agreement.
- 4.2.4 The City shall be entitled to use the Vehicles with 48 hours notice at any time for an

unspecified duration subject to 4.1.3. If the City takes a Vehicle for longer than 30 days, all of the maintenance, repair, insurance and Vehicle licensing costs will be borne by the City. Any vehicles taken by the City and used in revenue service, carrying members of the public, must do so under the City's insurance.

4.2.5 The City reserves the right to take a Vehicle at any time to place advertising on the interior and/or exterior of the Vehicle subject to 4.1.3.

### **4.3 Vehicle Maintenance and Repair**

4.3.1 The Contractor shall perform the Services outlined below, and any related services as may be required to assure the continuity of effective and efficient operation and availability of the Vehicle fleet:

- a) Preventive maintenance services;
- b) Mandatory inspections required by Federal, Provincial, and Municipal laws and regulations;
- c) Breakdown repairs including major vehicle repairs and component accessories;
- d) Road calls;
- e) Towing;
- f) Accident, vandalism, and Vehicle abuse repairs;
- g) New vehicle commissioning including camera system set up;
- h) Body and paint repairs; and
- i) Tire services.

4.3.2 The Contractor shall furnish all necessary policies and procedures, supervision, labour, tools, parts, material, supplies, and Sub-Contractor Services required to maintain the Vehicles in a state of repair and Service consistent with generally accepted fleet practice.

4.3.3 The Contractor shall ensure full compliance with all relevant regulatory requirements applicable to Vehicle Maintenance and Repair activities. This includes but is not limited to *The Occupational Health and Safety Regulations, 1996*, *The Traffic Safety Act and Regulations*, *The Vehicle Equipment Regulations* and *The Environmental Management and Protection Act, 2011*.

4.3.4 The Contractor shall provide details of its preventive maintenance program (intervals, Services, checklists, scheduling, monitoring, and reports) to the City for approval. Modifications to approved preventive maintenance Services require the City's prior approval.

4.3.5 The Contractor shall ensure that all Vehicle Maintenance and Repair work, including work performed by Sub-Contractors, is performed only by accredited journeypersons of a trade appropriate to the work performed, or registered apprentice with an overseeing

journeyperson.

- 4.3.6 Vehicles shall be maintained and repaired in accordance with manufacturers' specifications to keep the Vehicles in safe operating condition and in a state of operational readiness.
- 4.3.7 The Contractor shall administer all warranties and recalls for Vehicles, parts, and Sub-Contractor repairs.
- 4.3.8 The Contractor shall be responsible for the performance of Sub-Contractors as well as arranging, managing and paying for the performance of subcontracted repairs.
- 4.3.9 The Contractor shall road test all Vehicles that have been in the shop for safety related repairs or adjustments (i.e. brakes, steering, etc.). These Vehicles shall pass a road test before they are returned to Service, and the nature of the test and the test results must be noted on the work order.
- 4.3.10 The Contractor shall be responsible for disposal of all wastes (i.e. used oils, oil filters, batteries, coolants, tires, etc.) generated during the course of the Agreement. Disposal of all wastes shall be in accordance with Federal, Provincial, and Municipal laws and regulations.
- 4.3.11 The Contractor shall use a computerized fleet maintenance management information system which, at a minimum, is capable of:
  - a) Preventative maintenance tracking, scheduling and reporting;
  - b) repair orders and histories;
  - c) road call tracking and reporting; and
  - d) warranty/recall campaign management.
- 4.3.12 The Contractor shall provide detailed Maintenance and Repair reports on the history of each bus at the City's request.
- 4.3.13 The Contractor shall provide a monthly report on the Maintenance and Repairs of the Vehicles which shall include a summary of inspections and repairs performed during the period at the City's request.
- 4.3.14 The Contractor shall ensure that all Vehicle safety equipment including securement devices are inspected monthly and kept in good order. An inventory of all safety equipment including securement devices and records of their inspections will be kept. This information shall be available at the City's request. The Contractor must take the Q'Straint Fleet Evaluation Program.
- 4.3.15 The Contractor shall ensure that each of its Operators conduct a written pre-trip Vehicle inspection check prior to the Vehicle being operated. The pre-trip inspection and record keeping procedures shall be compliant with applicable regulatory requirements.
- 4.3.16 The Contractor is responsible for all costs related to replacing or repairing any Vehicle equipment damaged or misplaced by its Operators such as but not limited to MDCs,

tablets, TransitLive, radios, automated vehicle collection system, camera systems, securement devices etc.

- 4.3.17 The Contractor shall immediately remove any equipment affected during a motor Vehicle Accident such as Q'Straint securement devices in use at the time of the Accident. The Contractor will bear the cost of replacing any equipment removed.
- 4.3.18 The City will have access to a Vehicle at any time to monitor the maintenance of the Vehicle. The City will conduct random checks on the Vehicles throughout the duration of the Agreement. The random checks will be scheduled during non-peak Service times.
- 4.3.19 The City will pay repair costs related to the MDCs, tablets, TransitLive, radio, and automated fare collection hardware units subject to section 4.3.16. The City will also pay for repairs related to the automated fare collection charging and data collection system located at the Contractor's premises. Any repairs related to cameras, destination signs, or wiring related to the above will be the responsibility of the Contractor. The City will also pay for maintenance and repair costs related to potential future fire suppression systems installed in buses.
- 4.3.20 The Contractor may use other technology in the Vehicles, in addition to that required by the City, such as GeoTab ProPlus, Mobileye and FirstBase. All costs related to purchase, installation and maintenance of this technology shall be the responsibility of the Contractor. No personal information relating to Passengers shall be recorded using the technology of the Contractor.

#### **4.4 Vehicle Cleaning**

- 4.4.1 The Contractor 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. In cleaning the Vehicles, the Contractor shall comply with all relevant Public Health Orders, the Re-Open Saskatchewan Plan and any other directives or guidelines issued by the Province of Saskatchewan, the Medical Health Officer for Saskatchewan or the Saskatchewan Health Authority. The Contractor shall retain a record of all Vehicle cleanings.
- 4.4.2 Until advised by the City in writing that it is no longer necessary, the Contractor shall use an electrostatic fogging device and disinfectant approved by Health Canada to treat Covid 19 to disinfect the interior of the buses that have been used each day. The City at any time during the duration of the Agreement may request that the Contractor use a different type of disinfectant should another type of virus emerge during the duration of the Agreement requiring treatment. The Contractor shall be responsible to supply of all required cleaning products and equipment.
- 4.4.3 The Contractor shall be responsible to bear the expense of using an extermination company to assess and treat any Vehicles with exposure to or an infestation of, bedbugs, or any other types of bugs or pests. The City will be responsible for addressing bedbug or pest concerns with customers.

4.4.4 Daily, the Contractor shall for each Vehicle in Service for that Day:

- a) wash the exterior of the Vehicle if any dirt is present;
- b) remove debris from the interior of the Vehicle;
- c) empty the garbage;
- d) fog the interior of the bus;
- e) vacuum, sweep, or mop floors to remove any dirt;
- f) remove all dirt from the in floor tracking;
- g) clean any soiled securement belts;
- h) wipe the dash, customer grab handles and stanchions;
- i) remove any smears from the interior windows;
- j) clean any soiled seats or restraint belts; and
- k) remove any graffiti.

4.4.5 Monthly, the Contractor shall for each Vehicle in the fleet:

- a) clean all restraint belts and seats;
- b) inspect and maintain an inventory all safety and securement equipment;
- c) clean and organize the overhead Operator's compartment and ensure the first aid kit and spill kit is stocked; and
- d) wash the entire interior of the Vehicle including the Operator compartment and windows.

## **4.5 Fuel**

4.5.1 The City shall provide fuel for the Vehicles.

4.5.2 The City shall provide the Contractor with a list of fuelling station(s) and fuelling procedures which the Contractor shall abide by. A procedure for fuelling if the City pumps are not available will be established within the City and Contractor Standard Operating procedures.

4.5.3 The Contractor shall be responsible for any cost relating to the time for fuelling the Vehicles. The City will not provide time within the scheduled Runs for fuelling or Vehicle switches for fuelling. The Contractor may request dispatch permission to fuel a bus at

the end of an Operator's shift once all customer trips have been completed if there is time remaining at the end of the Run. In this case only, the City will not require reimbursement for time spent by the Contractor's Operator to fuel the Vehicle.

- 4.5.4 From November 1 to March 31 of each year of the Agreement the Contractor must ensure that Vehicles are kept at a minimum of half a tank of fuel.

## **ARTICLE 5 SERVICE OPERATIONS**

### **5.1 Fare Collection**

- 5.1.1 The Contractor's Operators shall be responsible for the collection of all fares from all Passengers including cash and cheques to purchase rides and passes.
- 5.1.2 Fares will be set by City Council and no other sum will be charged to any Passenger by the Contractor.
- 5.1.3 An exact cash fare and ride/pass policy will be in effect except for Agreement and Charter Service. The Contractor's Operators are not responsible for making change for cash fares.
- 5.1.4 The Contractor shall deliver to the City all fares collected from Passengers on a daily basis (Monday-Friday excluding Statutory Holidays) and on the next Day for weekend and holiday fare collection.
- 5.1.5 The Contractor's supervisor shall be responsible for the reconciliation of each Contractor's Manifest and tally sheets prior to them being sent to the City.
- 5.1.6 The Contractor shall be liable to the City for shortages in fares.
- 5.1.7 The Contractor 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.
- 5.1.8 The Contractor will ensure that its Operators are trained to use and comply with the appropriate use of the Automated Fare Collection System.
- 5.1.9 The City shall be responsible for the set-up and maintenance of the host system for the Automated Fare Collection System located at the Contractor's facility.
- 5.1.10 The City reserves the right to change or add to the methods of revenue collection and revenue auditing during the term of this Agreement.

### **5.2 Attendants and Companions**

- 5.2.1 The Contractor shall allow, if space is available on the Vehicle, one Attendant per Passenger, unless more than one is required for medical purposes. The Attendant shall not be charged a fare.

5.2.2 The Contractor 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.

### **5.3 Scheduling and Dispatching**

5.3.1 The City shall provide and maintain the telephone answering, scheduling and Dispatch functions of Paratransit.

5.3.2 The City shall operate a telephone/computer service that is used by Passengers to book and cancel trips as per operating hours established by the City.

5.3.3 The Contractor shall, by two-way radio, require its Operators on active Runs to maintain a listening radio contact with Dispatch at all times during Service hours. All communication that occurs using the two-way radio shall be recorded.

5.3.4 The Contractor shall, by MDC or tablet, require its Operators on active Runs to communicate with Dispatch at all times during Service hours. All communication using the MDCs or tablets shall be recorded.

5.3.5 The Contractor shall be responsible for the Pick-up and delivery of the daily assignment of scheduled Runs to the Contractor's Operators when required.

5.3.6 The Contractor shall be responsible for having sufficient Operators available to fill the daily assignment of scheduled Runs as determined by the City.

5.3.7 The Contractor shall be responsible for providing Operators for all of the scheduled Runs and ensuring that all of its Operators are on time for scheduled Runs as requested by the City.

5.3.8 The Contractor must provide the City as much notice as possible if the Contractor cannot provide an Operator for a scheduled Run or if an Operator is going to be late for the start of a scheduled Run.

5.3.9 The Contractor will compensate the City at the rate of \$100.00, as a genuine pre-estimate of liquidated damages and not as a penalty, for each 10-minute segment of work within a scheduled Run for which an Operator is late or the Contractor cannot provide an Operator for a scheduled Run. The record generated by the MDC or tablet located in each Vehicle shall be the record used for billing purposes. The billings for late Operators shall be as follows: 0 –9 minutes late – Service hour deduction only, 10 – 19 minutes late - \$100.00 fee, 20 – 29 minutes late - \$200.00 fee and continuing on at 10-minute intervals with escalating deductions as described herein.

5.3.10 The Contractor shall ensure 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 and vulnerable Passengers such as school students cannot wait on a stopped bus if arriving early – the bus must continue to drive around until the start time), or other instructions provided to the Contractor, which may be amended from time to time, at the City's sole discretion.

5.3.11 The Contractor shall ensure that all of its Operators comply with the specific instructions



outlined for each Passenger's trip as recorded on the MDC or tablet.

- 5.3.12 The City reserves the right to assign particular Vehicles to certain scheduled Runs.
- 5.3.13 The Contractor will not carry any persons including Attendants or Companions, who have not been scheduled by the City.
- 5.3.14 The Contractor shall provide Operators for a variety of Services in accordance with schedules produced by the City.
- 5.3.15 The City reserves the right to change the Runs and schedules at any time.
- 5.3.16 The City will not schedule any breaks in the Runs for Operators. If the Contractor determines that the Operator requires a break, the Contractor shall provide a relief Operator so there is no interruption in Service.
- 5.3.17 The City may revise the Schedules and insert Add ons onto the daily Runs or Dispatch them by two-way radio. For this reason, if a Passenger cancels their trip and there is a break in the Run, the Operator must stay within 1.0 km of their last Drop-off unless Dispatch gives permission to leave their clear area.
- 5.3.18 The Contractor shall advise the City immediately of any difficulties maintaining Schedules or any No Show or Cancel at the Door.
- 5.3.19 The Contractor shall complete a daily tally sheet for each block of Services in which it shall record Passenger counts, fares, Charter counts, Cancellations, and No Shows.
- 5.3.20 The Contractor shall provide the list of Vehicles assigned to scheduled Runs for the next calendar Day a minimum of two hours prior to the Service end time the calendar day prior.
- 5.3.21 The City, upon a minimum of 18 hours' notice to the Contractor, reserves the right to adjust the hours of operation.
- 5.3.22 The City reserves the right to change or add to the software or technology during the term of this Agreement. The cost of training Operators and the Contractor's staff on any new technology or software shall be borne by the Contractor.

#### **5.4 Contract and Charter Services**

- 5.4.1 The Contractor shall provide Operators for Contract and Charter Services as may be scheduled from time to time.
- 5.4.2 The Contractor will provide Operators for Charter Service outside of city limits within Saskatchewan. No Operator breaks shall be scheduled by the City for these trips. If the Contractor determines that the Operator requires a break, the Contractor shall provide a relief Operator so there is no interruption in Service.
- 5.4.3 The Contractor shall be reimbursed for Contract and Charter Service at the unit Price stipulated in this Agreement.

5.4.4 The City shall provide a minimum of 48 hours' notice for Charter Service requirements.

5.4.5 The City shall provide a minimum of one hour's notice for Cancellation of scheduled Charters.

## **5.5 Irregular Finish Times**

5.5.1 The City reserves the right to an Irregular Finish Time of Runs.

5.5.2 The Contractor 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 Contractor.

5.5.3 If a Vehicle returns to the Contractor's premises between zero and fifteen minutes after its normal finish time, no additional time will be paid.

5.5.4 If a Vehicle returns to the Contractor's premises 16 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.). The MDC shall be the record used for billing purposes.

5.5.5 If a Vehicle returns to the Contractor's premises prior to the normal finish time, without Dispatch approval, 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. Vehicles may return to the Contractor's premises if no Passengers have been scheduled and Dispatch provides approval.

## **5.6 Out of Service Vehicles**

5.6.1 The Contractor will compensate the City at the rate of \$100.00, as a genuine pre-estimate of liquidated damages and not as a penalty, for each 10-minute segment of work that a Vehicle is Out of Service. 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 – 9 minutes Out of Service – Service hour deduction only, 10 – 19 minutes Out of Service - \$100.00 fee, 20 – 29 minutes Out of Service - \$200.00 fee and continuing on at 10 minute intervals with escalating deductions as described above.

5.6.2 Should a Vehicle become unavailable for Service due to the Vehicle being soiled by a Passenger, 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 the Vehicle to be cleaned or 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.

5.6.3 Vehicles are deemed Out of Service, when they are unavailable to provide Passenger trips or cannot be reached via the radio communications system for more than five minutes.

5.6.4 Service hour deductions and penalties shall not be applied during a blizzard or other

severe weather conditions. Service hour deductions shall also not apply up to 48 hours following severe weather conditions where there is significant snow accumulation or obstructed roadways.

- 5.6.5 The Contractor is responsible for the time required for all Operator Vehicle switches due to shift changes and the fuelling of Vehicles. Vehicle switches are to occur on the road at one of the Pick-up or Drop-off locations in the Run (not at the Contractor's premises) and cannot impact Passenger trips. Vehicle fuelling must occur outside of a Vehicle's scheduled Run except as permitted by section 4.5.3. Vehicles that do not adhere to the above are considered to be Out of Service.

## **5.7 Lost and Found**

- 5.7.1 The Contractor shall maintain a secure inventory for lost and found items on the Vehicles.
- 5.7.2 The Contractor will provide a telephone number for persons to contact to inquire about lost items.
- 5.7.3 Persons shall be responsible for picking-up lost items from the Contractor's premises.
- 5.7.4 The City shall assist the Contractor in contacting persons who have lost items.

## **ARTICLE 6 OPERATOR REQUIREMENTS**

- 6.1 The Contractor 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, excellent customer service skills and experience in the transport of Passengers with disabilities.
- 6.2 The Contractor shall work with the City, at no additional cost to the City, to revise its training program throughout the duration of the Agreement should the need arise to add or modify training components. Should the City require additional training components outside of this Agreement with significant cost, the City and contractor will equally bear the cost of such training modification.
- 6.3 The Contractor shall ensure that all Operators assigned by the Contractor to the operation of a Vehicle shall:
  - a) receive a minimum of 100 hours training before independently transporting Passengers. This will be followed by an additional 20 hours of training within the first six months of employment.

A minimum of forty hours of such training will consist of customer service training, MDC or tablet training, Automated Fare Collection Training, Paratransit Policy and Procedure Guide Training, fare collection procedures, body mechanics, 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), training by a professional trained to work with people experiencing dementia about how to

provide service to people experiencing dementia, transportation training, training about how to work with people with infectious and contagious diseases and an on-site orientation to City Dispatch and common locations and programs such as schools, adult day programs, dialysis, Saskatchewan Abilities Council and Cosmopolitan Learning Centre.

A minimum of forty hours will consist of closed course training, practice of operating the Vehicle, and loading and unloading Passengers including proper Passenger securement procedures. All Operators are required to take the Q'Straint online wheelchair securement course Securement 101. The Contractor must provide proof that all Operators have taken this training.

- b) be provided with photo identification prior to independently operating a Vehicle; which shall be visible at all times while 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, long or short sleeved shirt and composite or steel-toed shoes, within 30 Days of the completion of the training period. The full uniform shall be worn at all times while operating a Vehicle. The uniforms shall be properly fitted, neat, clean and without holes or tears;
- d) be provided with personal protective equipment which includes a brightly coloured safety vest or jacket which shall be worn at all times. The City may require, at the direction of the City, that the Operators wear additional personal protective equipment at the Contractor's expense such as masks and gloves during a pandemic or virus outbreak.
- e) have a valid driver's license as required by provincial legislation and regulation;
- f) have a clear criminal record check and vulnerable sector check prior to commencement of employment and provide a clear criminal record check and vulnerable sector check to the Contractor once per year as well as advise the Contractor if any charges are laid against the Operator that have not yet been resolved. Without limiting the foregoing, the criminal record check and vulnerable sector check including any unresolved charges, can have no history of criminal convictions for crimes involving thefts or assaults or convictions of a sexual nature; any criminal convictions related to motor vehicles must be at least 10 years old. With respect to other types of convictions or charges, the Contractor must ensure that the nature of the conviction or charges will not impact the Services particularly with respect to the safety of Passengers;
- g) provide the Contractor with a current driver's abstract from the Province of Saskatchewan upon commencement of the provision of Services hereunder and every six months thereafter during the Term of this Agreement. The abstract cannot have more than three minor convictions in the past five years;
- h) provide the Contractor with a copy of a valid Defensive Driving Certificate or equivalent such as the Thinking Driver program 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. For all other Operators, Defensive Driving Certification must be updated every four years;

- i) provide the Contractor 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, not under the influence of alcohol, cannabis, sedative medication or drugs, and well rested at all times while operating a Vehicle;
- l) be polite and considerate of Passengers and the public;
- m) have the ability to communicate using the English language verbally and in writing;
- n) not talk or text on a personal electronic device or hands-free device when operating a Vehicle;
- o) not smoke inside the Vehicle or within 10 metres of the Vehicle;
- p) obey all traffic laws and posted speeds;
- q) have a good knowledge of the location of streets and major activity areas in the City of Regina; and
- r) comply with any other reasonable requests of the City.

6.4 The Contractor 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 Agreement. 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 or equivalent 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.
- 6.5 The Contractor 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.
- 6.6 The Contractor shall ensure that at least one of its employees located in Regina is a Certified Q'Straint Trainer for the duration of this Agreement. This employee shall be responsible for delivering training, about how to appropriately use Q'Straint restraints, to all of the Contractor's Operators in addition to the Q'Straint Securement 101 course. The Contractor shall have six (6) months from the start date of this Agreement to ensure that certification is received.

## **ARTICLE 7 PASSENGER SERVICE**

- 7.1 The Contractor shall ensure that its' Operators:
- a) arrive to pick Passengers up within the 20-minute window established by the City except the first Pick-up of each Run which shall be at the exact time of the Pick-up;
  - b) 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. Operators will not lock and unlock doors in order for a Passenger to enter or exit a location;
  - c) transport Passengers as safely, conveniently and lawfully close as possible to a building entrance door. To minimize the amount of noise and fumes, Vehicle engines must be turned off during Passenger Pick-up or Drop-off if the weather is such that neither the air conditioning or heating system are in use;
  - d) enter the public place of trip origin (designated Pick-up door) and verbally announce their intention to Pick-up a Passenger in order that Passengers are aware of the Operator's presence;
  - e) confirm that each Passenger is picked-up and dropped-off at the place of origin and destination listed on the Manifest;
  - f) receive verbal and visual confirmation when dropping-off Passengers who Must be Met by an Attendant at their destination. No Passenger who Must be met by an Attendant where no one is present shall be left at a destination;

- g) ensure each Passenger who Must have an Attendant is accompanied by an Attendant prior to being transported;
- h) not depart any Pick-up location without a Passenger unless instructed by Dispatch;
- i) collect the appropriate fare from each Passenger using the Automated Fare Collection System;
- j) confirm that each Passenger, Mobility Assistive Device, Attendant and Companion in the Vehicle is secured by a seat belt and/or Mobility Assistive Device restraint system, and properly fastened prior to the Vehicle being put into motion;
- k) secure infants and toddlers under 18 kg in a child safety seat secured in the Vehicle. Caregivers are responsible to fasten the securement system for their children using the integrated child safety seat in each of the Vehicles if required;
- l) assist Passengers using manual wheelchairs up or down one step or ramps provided that safe conditions exist;
- m) assist Passengers using Assistive Devices such as walkers and canes up or down multiple exterior stairs or ramps. The operator may carry walkers up or down multiple stairs. Passengers using walkers must not sit on the walker and be pushed by the Operator;
- n) assist Passengers with Service Animals by leading Service Animals onto the Vehicle and securing them prior to loading Passengers. Service Animals are not allowed on the lift unless they are in a closed carrier and can be carried by the Passenger. Once Passengers are secured on board the Vehicle, Service Animals shall be returned to Passengers. Service Animals shall remain secured in the Vehicle when Passengers are unloaded at the Drop-off. Once Passengers are safely off the Vehicle, Service Animals shall be returned to their owners;
- o) assist Ambulatory Passengers with carrying one bag of goods;
- p) accurately enter trip information as per procedures determined by the City into MDCs or tablets;
- q) notify Dispatch if a different Passenger Pick-up and Drop-off order will enhance efficiency of the Run and obtain approval Dispatch before any alteration of the Run;
- s) not lift or transfer any Passengers out of their mobility devices;
- t) transport empty mobility devices only if directed by Dispatch; and
- u) ensure that all Mobility Assistive Device securement devices are off the floor and stowed when not in use.

- 7.2 The Contractor 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. The Contractor shall be liable for any injuries that occur as a result of Q'Straint securement devices not being properly stowed or used appropriately.
- 7.3 The Contractor shall ensure the safety of Passengers using the Vehicles in the manner of a reasonably prudent person providing the Services.
- 7.4 The Contractor shall be liable for all costs related to damages by its Operators or supervisors caused to personal property, including mobility devices.

## **ARTICLE 8 SUPERVISION BY CONTRACTOR**

- 8.1 The Contractor shall be responsible to have a dedicated, fully qualified, Agreement Manager responsible for ensuring the provisions of the Contract are met.
- 8.2 The Contractor shall be responsible to have a dedicated Safety and Training Supervisor if annual Unit Hours average 69,000 or greater per year.
- 8.3 The Contractor will be responsible to have a Contractor supervisor in addition to the Agreement Manager on duty for all hours that the Paratransit operates. The supervisor shall be separate from management, Vehicle Operator, clerical, cleaning and maintenance staff and shall be stationed at the Contractor's 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) attending to Passenger and Operator incidents and Accidents; road supervision; and
  - c) managing Contractor employee concerns.
- 8.4 All Contractor management and supervisory staff must be available by cell phone and email when on duty. Contractor management staff must be available to be contacted outside of business hours in the case of an Emergency.
- 8.5 The Contractor is responsible for purchasing and maintaining Supervisor Mate through Trapeze PASS in order that the locations of the Vehicles can be monitored by the supervisor.
- 8.6 The Contractor is responsible for purchasing and maintaining a central computer system with an active high-speed internet email account capable of sending and receiving attachments.
- 8.7 All Contractor supervisory staff must complete the full 120 hours of Operator training including the Q'Straint Securement 101 training in the event that they need to transport a Passenger in the supervisor vehicle. Dispatch will not schedule Passenger trips with the



supervisor, however, the supervisor may offer to transport a Passenger to assist one of its Operators. This may only be done if Dispatch provides permission to do so.

- 8.8 The Contractor 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 this Agreement. 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 Agreement provisions were monitored.
- 8.9 The Contractor must substantiate through its supervision reports that all of the Agreement provisions related to Operators have been monitored on a monthly basis. The reports must indicate deficiencies found and actions taken to rectify the deficiencies. The Contractor will provide a summary of these reports by the 15<sup>th</sup> Day of each month for the previous month at the City's request.
- 8.10 The Contractor's supervisor shall attend to every incident or Accident involving a Passenger(s).
- 8.11 The Contractor's supervisor shall immediately report to Dispatch every Emergency, Vehicle breakdown, Vehicle Accident, Passenger incident, and schedule delay.
- 8.12 The Contractor's supervisor shall provide assistance to new Operators in locating Pick-up and Drop-off locations and transporting Passengers.
- 8.13 The City will provide the Contractor's supervisor with trip Manifests for training purposes or monitoring provisions within this Agreement 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.

## **ARTICLE 9 WORKING RELATIONSHIP WITH THE CITY**

- 9.1 The Agreement Manager will work with the City in:
- a) carrying out the provisions of this Agreement;
  - b) dealing with escalated concerns;
  - c) developing strategies to enhance customer service; and
  - d) implementing initiatives to enhance the Service quality and Passenger safety.

- 9.2 The Agreement Manager and supervisory staff shall meet with the City regularly (or as often as determined by the City) to review the operation of the Services to ensure the greatest efficiency and Passenger safety.
- 9.3 The Contractor will make the City aware of any concerns affecting Passenger Service that are raised by its Operators.
- 9.4 The Contractor will work with the City to establish key performance indicators in the areas of operational and safety performance, and customer satisfaction and will supply the City with any information required to monitor these indicators.
- 9.5 The Contractor will participate in joint initiatives between the Contractor's and City's staff intended to strengthen communication, enhance customer service and strengthen Service delivery. The Contractor will bear the cost of its Operators and its other staff attending these events.
- 9.6 The Contractor will participate in Committees with the City whose purpose is to enhance customer service for Paratransit. The Contractor will bear the cost of its Committee representatives attending the meetings.
- 9.7 The Contractor's manager and supervisory staff will participate in Paratransit community events. The Contractor's key senior management personnel will be present at high profile events.
- 9.8 The Contractor will post customer information in and on the interior of the buses as requested by the City.
- 9.9 The Contractor 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. The Contractor will also participate in an annual meeting between its key senior management personnel and the City. The Contractor will bear the cost of its representatives attending this meeting.
- 9.10 The Contractor will direct all media inquiries to the City and will only provide media related communication related to Paratransit if the City makes the request of the Contractor.

## **ARTICLE 10 COMPLAINTS**

- 10.1 The Contractor 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.
- 10.2 The City will forward all complaints related to the Contractor or its personnel to the Contractor's supervisory and management staff for investigation and response. No Contractor employee or Passenger names will be used. The Contractor shall provide an initial written response to inquiries and complaints to the City within 48 hours of their being received. A full response will be provided within 4 Days and shall provide a detailed summary of the investigation. The Contractor will assign a number to each

Operator which will be forwarded to the City with the complaint response. If a Contractor employee under investigation is away, the Contractor may request an extension.

- 10.3 The Contractor shall provide full assistance in the investigation of any complaints. The City and Contractor shall jointly investigate complaints where site visits or face-to-face meetings with Passengers and/or the public is required.
- 10.4 The City will use a tracking system for monitoring complaints and other Contractor incidents or Accidents. The Contractor shall comply with any request by the City that a particular Operator no longer be assigned to provide the Services if the performance of that individual is prejudicial to the safety of Passengers and/or the standard of behaviour required by the City. The Contractor shall be responsible for any expense incurred as a result of removing an Operator from servicing this Agreement.

## **ARTICLE 11 POLICIES AND PROCEDURES**

- 11.1 The Contractor recognizes, accepts, and agrees to comply with the Paratransit Policy and Procedure Guide and any changes made to the guide for the duration of the Term of this Agreement.
- 11.2 The Contractor recognizes, accepts, and agrees to comply with the Paratransit Standard Operating Procedures and any changes made to the procedures for the duration of the Term of this Agreement.
- 11.3 The Contractor recognizes, accepts, and agrees to apply the standards established within the City's Hazard and Risk Assessment Policy including establishing procedures related to an annual hazard and risk assessment, field level risk assessments, job safety analysis and office level risk assessment.
- 11.4 The Contractor 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.
- 11.5 The Contractor agrees to maintain and comply with the most recent version of the following Contractor documents and ensure that they are not inconsistent with the terms of this Agreement: strike contingency plan, Emergency preparedness plan, pandemic plan, safety policies, operations policies, and directives contained within its written course materials as well as its disability/seniors sensitivity training materials.

## **ARTICLE 12 INCIDENTS, INJURIES, MEDICAL EMERGENCIES AND VEHICLE ACCIDENTS**

- 12.1 The Contractor shall advise the City immediately of any Passenger incidents, injuries to Passengers, medical emergencies, 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 within two hours of the incident occurring. Once the incident, injury and/or Accident has been fully investigated a secondary report summarizing the findings must be provided. Where the injury or Accident was deemed to be preventable, the Contractor must provide a plan of how it intends to prevent this type of injury or Accident from reoccurring.

- 12.2 The Contractor shall be responsible for any and all damages or claims for damage, for injuries or Accidents done or caused by it or its employees, contractors, Sub-Contractors or agents 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, contractors, Sub-Contractors or agents to do or perform any or all of the several acts or things required to be done by such persons under the terms of this Agreement.

**ARTICLE 13  
AGREEMENT MONITORING**

- 13.1 The City may have access to the Contractor's premises at any time upon request of the City for the purpose of monitoring any aspect of this Agreement.
- 13.2 The City may have access to a copy of the Contractor's detailed strike contingency plan, Emergency preparedness plan, pandemic plan, safety policies, operations policies, written course materials for disability/seniors sensitivity training, and written course materials for Operator training upon request.

**ARTICLE 14  
ADDITIONAL SERVICES**

- 14.1 During the course of the Agreement the City may seek to expand the scope of services upon negotiation between the parties. This may include On Demand transit, Flex Routing and Conventional Transit (the "Additional Services").
- 14.2 Should these Additional Services be accepted by the Contractor, they shall be performed in accordance with the requirements of this Agreement to the extent the requirements are consistent with the service type. An addendum to the Agreement may be required to further describe the service requirements and to initiate the Additional Services. The Contractor will be reimbursed at the Unit Hour rate in 3.1.1 for the services outlined in 14.1 subject to 3.2.4, 4.1.2 and 4.1.5, unless otherwise agreed upon in writing by the Parties. All clauses within this Agreement shall apply to other services performed.
- 14.3 The City will be responsible for the initial implementation cost of any technology required to perform the Additional Services.
- 14.4 The Contractor will be responsible for any training costs for its Operator or Supervisors to perform the Additional Services.

**ARTICLE 15**  
**PROTECTION OF PERSONAL INFORMATION**

For the purposes of this section "Personal Information" means information about an identifiable individual that is recorded in any form and includes personal information as defined in section 23 of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).

- a) The Contractor acknowledges that in order to provide the Services, it will require and receive documents, data and other information from the City, including Personal Information.
- b) The Contractor acknowledges and agrees that it is responsible for compliance at all times with any and all regulations relating to privacy and the collection, use and disclosure of personal information.
- c) The Contractor covenants and agrees to only use the Personal Information in accordance with the purpose for which such information was originally collected, to obtain consents where required by applicable privacy regulations prior to using or disclosing such Personal Information, to make the Personal Information accessible only to those of its employees who require it to perform the Services and to ensure that its employees and approved Sub-Contractors comply with all applicable privacy laws applicable to its performance of the Services.
- d) The Contractor agrees that it shall be liable for protecting all Personal Information in its possession or control and for any loss or unauthorized use or disclosure thereof and that the Contractor shall defend, indemnify, and hold the City, its associated, affiliated or subsidiary entities and their respective officers, directors, employees, solicitors, agents, engineers, insurers, contractors, Sub-Contractors successors and assigns harmless from and against any and all losses, claims, liens, demands, debts, liabilities, damages, losses, fines, actions, suits, penalties and causes of action including actual attorneys' fees on a solicitor and client basis and disbursements and court costs arising from or related to the alleged or actual breach of this section by one or more of the Contractor and its employees and approved Sub-Contractors.
- e) The Contractor shall promptly notify the City of all inquiries, complaints, requests for access, and claims of which the Contractor is made aware in connection with any disclosed Personal Information.
- f) The Contractor shall promptly notify the City if the Contractor knows or suspects that the Personal Information may have been compromised.
- g) The Contractor shall cooperate with the City and with, any governmental authority charged with enforcement of applicable privacy regulations, in responding to any inquiries, complaints, requests for access, investigations or claims.
- h) The Contractor will promptly return any Personal Information received from the City to the City, or destroy the Personal Information in a manner approved by the City and provide written confirmation to the City that it has been so destroyed,

when it is no longer required by the Contractor to provide the Services and in any event no later than thirty (30) Days after the termination or expiration of this Agreement.

## **ARTICLE 16 DOCUMENTATION**

- 16.1 The Contractor shall provide the City with operation, supervision and maintenance reports as required by the City.
- 16.2 The Contractor acknowledges that all reports, data, documents, materials and information of any kind prepared in the course of performing this Agreement are the sole and exclusive property of the City and shall not be disclosed or released to any person or organization without prior written consent of the City.
- 16.3 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 Agreement. 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
  - e) is independently developed by or for the Receiving Party without reference to any Confidential Information of the Disclosing Party.

## **ARTICLE 17 BOOKS, PAYROLLS, ACCOUNTS AND RECORDS**

- 17.1 The Contractor shall maintain and keep sufficiently complete and accurate books, payroll, accounts and records relating to the performance of this Agreement to permit verification and audit and the Contractor shall have no claim to payment unless such books, payrolls, accounts, and records have been so maintained and kept.
- 17.2 The Contractor shall preserve all original books, payrolls, accounts, and records relating to the performance of this Agreement 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.

**ARTICLE 18  
INDEMNIFICATION AND INSURANCE**

- 18.1 Except to the extent arising from negligence or wilful misconduct of the City, its officers, agents or employees, the Contractor 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 Agreement by the Contractor or arising from any act or deed, or any omission or act of the Contractor, its Sub-Contractors or any servant or agent or employee of any of them, or for any failure to pay or remit taxes or other fees, during the term of this Agreement.
- 18.2 The Contractor'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, except to the extent that such instructions constitutes negligence or wilful misconduct.
- 18.3 The Contractor shall obtain and maintain during the course of this Agreement:
- 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.
- 18.4 The Contractor shall, at the time of executing this Agreement, provide the City with proof of the insurance required in 18.3.
- 18.5 In the event that a Vehicle in the care, custody or control of the Contractor is damaged to any extent in a motor Vehicle Accident, the Contractor 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 Contractor; 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.
- 18.6 The Contractor shall hold an active employer's account with the Saskatchewan Worker's Compensation Board and shall maintain the account in good standing for the Term of the Agreement and provide the City with proof thereof upon execution of this Agreement and thereafter upon request of the City.

**ARTICLE 19  
DEFAULT BY CONTRACTOR**

- 19.1 Should the Contractor fail to comply with any of the terms, conditions, and/or specifications of this Agreement, the Contractor shall be considered in default of this Agreement, and the City will request the Contractor to correct said default concurrent with continuation of the Services. The City shall give the Contractor formal notice that the Contractor is in default and advise the Contractor to begin correction of the default. Within forty-eight (48) hours of receipt of such notice, the Contractor shall send the City written acknowledgement of receipt. Within seventy-two (72) hours of receipt of the notice, the Contractor 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. The City may choose to withhold payment to the Contractor in an amount equal to the amount reasonably necessary to comply with the directive.
- 19.2 For a breach of any section other than subsections 5.3.9 (Scheduling and Dispatching), 5.5 (Irregular Finish Times) and 5.6.1 (Out of Service Vehicles), the City may charge the Contractor up to \$250.00, as a genuine estimate of liquidated damages and not as a penalty, for every occurrence the Contractor is found to be in violation of this Agreement. There does not need to be a series of occurrences in order to levy a charge.

**ARTICLE 20  
TERMINATION**

**20.1 Termination**

The City may, by written notice to the other Party, immediately terminate this Agreement without prejudice to any other remedy or right it may have, if:

- a) the Contractor becomes bankrupt or insolvent or is so adjudged;
- b) if the Contractor makes a general assignment for the benefit of creditors;
- c) the Contractor'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 Contractor;
- e) the Contractor becomes the subject of any Act respecting liquidation or winding-up;
- f) the Contractor 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 Contractor is in default of its obligations under this Agreement and the default is not remedied within 30 business Days after notice is received;



- h) in the event acts or omission of the Contractor (including any Vehicle Operator employed by the Contractor) gives rise to a reasonable apprehension for the continuing safety of Passengers entrusted to the care of the Contractor;
- i) Services of the nature provided by the Contractor are no longer required by the City; or
- j) funding is no longer available for the Services.

## **ARTICLE 21 GENERAL**

### **21.1 Passenger Safety**

The Contractor acknowledges that the safety and comfort of Passengers with disabilities is of the essence in this Agreement.

### **21.2 Independent Contractor**

Nothing in this Agreement shall have the effect of creating an employment, partnership, joint venture or agency relationship between the City and the Contractor or any of the Contractor's directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors. The Contractor shall have no power or authority to bind the City or to assume or create any obligation or responsibility, express or implied, on behalf of the City. The Contractor shall not hold itself out as an agent, partner or employee of the City.

### **21.3 Contractor Knowledge**

It is hereby declared and agreed by the Contractor that this Agreement has been entered into with the Contractor'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 Agreement, and the Contractor does not rely upon any information given or statement made to it in relation to the Services by the City.

### **21.4 Compliance with Laws**

21.4.1 The Contractor shall operate its business and shall carry on and conduct all activities pursuant to this Agreement in compliance with all federal, provincial and municipal laws, ordinances, rules, regulations, bylaws and codes, including but not limited to *The Saskatchewan Employment Act*, *The Worker's Compensation Act, 2013* and *The Occupational Health and Safety Regulations, 1993*.

21.4.2 The Contractor 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.

21.4.3 In the event the Contractor fails to comply with any applicable laws 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 Contractor.

## **21.5 Assignment and Sub-contracting**

- 21.5.1 Neither the City nor the Contractor may assign the Services or any portion of the Services except major repairs on vehicles without the prior written consent of the other Party.
- 21.5.2 The Contractor 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.
- 21.5.3 Any consent given according to subsection (2) will not relieve the Contractor from the Contractor's obligations under this agreement or propose any liability on the City related to the sub-contractor.
- 21.5.4 In particular, except to the extent arising from or caused by the negligence or wilful misconduct of the City, the Contractor 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.

## **21.6 Conflict of Interest**

The Contractor agrees that it is not in or does not have any potential conflict of interest in providing the Service. If during this Agreement, the Contractor is retained by another client, giving rise to a potential conflict of interest, then the Contractor shall so inform the City and if a significant conflict of interest is deemed to exist by the City, then the Contractor shall refuse the new assignment, or take such steps as are necessary to remove the conflict of interest.

## **21.7 Force Majeure**

- 21.7.1 Subject to the provisions of this Agreement, if either Party to this Agreement 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.
- 21.7.2 For the purposes of this Agreement, 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, not 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.

21.7.3 Neither Party shall be entitled to the benefits of the provisions of this Agreement 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.

## **21.8 Notice**

Any notices to be given under this Agreement 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

To the Contractor at:

Attention: Regional Vice President  
First Canada ULC  
Operating as First Transit Canada  
2400 – 43<sup>rd</sup> Street  
Vernon, British Columbia V1T 6W8

or to any other address as may be designated in writing by the Parties. 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. In the event of a postal strike, notice may only be given by personal delivery.

## **21.9 Publicity and Communications**

The Contractor shall not make any public statements or release any information to the public through any means or medium in relation to the Agreement or its engagement by the City without first obtaining the City's prior written approval, such approval not to be unreasonably withheld or delayed.

## **21.10 Entire Agreement**

This Agreement and the schedules, together with all agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the parties pertaining to the subject-matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and, except as stated, contain all of the representations and warranties of the respective parties. This

Agreement may not be amended or modified in any respect, except by written instrument executed by the parties.

**21.11 Time of Essence**

Time shall be of the essence of this Agreement.


**21.12 Survival**

All representations, warranties and indemnities set out in this Agreement shall survive the termination or expiration of this Agreement.

**21.13 Counterparts**


This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties hereto acknowledges and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

EXECUTED this 19 day of MARCH, ~~2020~~ <sup>2021</sup> 

FIRST CANADA ULC OPERATING AS FIRST TRANSIT CANADA

(seal)

Per: 

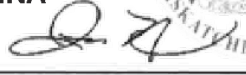
Name: JOHN PECK

Position: VICE PRESIDENT

EXECUTED this 23rd day of April, ~~2020~~ <sup>2021</sup>



CITY OF REGINA

Per:   
City Clerk

**AFFIDAVIT OF CORPORATE SIGNING AUTHORITY**

CANADA )  
PROVINCE OF SASKATCHEWAN )

I, John Peck, of Vernon, British Columbia,  
(Print Full Name of Signing Authority) (City) (Province)

MAKE OATH/AFFIRM AS FOLLOWS:

- 1 I am an Vice President (insert position) of First Canada ULC Operating as First Transit Canada named in the Operation and Maintenance Services Agreement to which the Affidavit is attached.
- 2 I am authorized by the Contractor to execute the Operation and Maintenance Services Agreement without affixing the Corporate Seal of Contractor.

SWORN BEFORE ME at British Columbia  
Vernon, Saskatchewan,  
on March 19th 2020  
2021

Charlene L. Silvester

[Signature]  
Signature of Signing Authority

A Commissioner for Oaths or a Notary Public  
in and for the Province of British Columbia

My Commission/Appointment expires PERMANENT COMMISSION

~~Or Being a solicitor~~

No advice requested nor given.

Attested to only but not drawn by.

Charlene L. Silvester  
A Notary Public in and for  
The Province of British Columbia  
3003 - 30<sup>th</sup> Avenue  
Vernon, BC V1T 2C1, CANADA  
250-542-4313

Michael L. Petrucci, Sr. VP and General Counsel  
Writer's Direct: (513) 684-8740  
Fax: (513) 684-1698  
E-mail:mike.petrucci@firstgroup.com



600 Vine Street  
Suite 1400  
Cincinnati, OH 45202  
Tel: 513-241-2200  
Fax: 513-684-1698

March 16, 2021

City of Regina  
333 Winnipeg Street  
PO Box 1790  
Regina, SK  
S4P 3C8

Re: First Canada ULC operating as First Transit Canada

To whom it may concern,

The undersigned is a Director of First Canada ULC. Please be advised that John Peck is authorized to sign on behalf of the entity as referenced above. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Michael Petrucci". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Michael Petrucci

Senior Vice President and General Counsel, First Canada ULC



**Request for Proposals**  
**For**  
**Paratransit Operations and Maintenance Contract**

Request for Proposals No.: **5273**

Issued: **August 24, 2020**

Pre-Bid / Site Meeting: **September 10, 2020, 9:00 a.m. CST Saskatchewan**

Submission Deadline: **September 24, 2020, 2:00 p.m. CST Saskatchewan**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the City of Regina (the “City”) to prospective proponents to submit proposals for **Paratransit Operations and Maintenance Contract** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The City of Regina requires a contractor to deliver paratransit operations and maintenance services for a five-year term from July 1, 2021 to June 30, 2026.

The operations and maintenance services to be performed under this agreement are as follows:

1. provide human resources, staffing management and training to supply qualified operators and their supervision to operate the vehicles as required to comply with all trips scheduled and dispatched by the City.
2. ensure and facilitate fare collection by the operators.
3. provide customer service management.
4. provide secure, heated, indoor storage for the vehicles when not in use (minimum temperature 5°C).
5. provide routine maintenance and all major repairs to the vehicles.
6. fueling of the vehicles as per City fuelling requirements.
7. provide performance management, monitoring and reporting.
8. ensure all vehicle safety equipment including securement devices are inspected and kept in good order.
9. keep the interior and exterior of the vehicles in a manner which ensures them to be safe, clean and aesthetically pleasing to the passengers, the public and the City.

The paratransit fleet consists of 33 gas, lift-equipped buses which are approximately 26 feet long. The buses are purchased and owned by the City. Vehicles are replaced every five to six years as part of the City’s vehicle replacement plan. Fuel for the paratransit fleet is provided by the City.

The City is responsible for the booking, scheduling and dispatching functions of paratransit.

An option exists within the contract to also use the contractor to deliver other types of transit services such as flex routing at the City’s discretion.

## 1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Shannon Farrell, CPPB  
Contract and Procurement Specialist  
City of Regina, Procurement Branch  
Fax: 306-352-1581  
Email: [procurement@regina.ca](mailto:procurement@regina.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

### 1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City's intention to enter into an agreement with only one (1) legal entity. The term of the agreement is to be for a period of five (5) years.

### 1.4 RFP Timetable

The following RFP timetable is based on the best available information and will govern the process unless amended by the City:

Issue Date of RFP	August 24, 2020
Pre-Bid / Site Meeting	September 10, 2020 at 9:00 a.m. CST (SK)
Deadline for Questions	September 17
Deadline for Issuing Addenda	September 18
Submission Deadline	September 24, 2020 2:00 p.m. CST (SK)
Rectification Period	5 business days
Anticipated Ranking of Proponents	October 23, 2020
Contract Negotiation Period	14 business days
Anticipated Execution of Agreement	November 27, 2020

The RFP timetable is tentative only, and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

#### Pre-Bid Meeting

There will be an information session regarding this competition on September 10, 2020 at 9:00 a.m., C.S.T. (SK) for any interested proponents to attend. The session will take place at Henry Baker Hall, City Hall, 2476 Victoria Avenue, Regina, Saskatchewan. Following the information session, proponents will be given the opportunity to view a Paratransit bus.

Due to COVID-19 precautions, in person attendance at the information sessions will be limited. Only those proponents that have registered will be permitted to attend the scheduled information sessions.

The City is also offering proponents the opportunity to attend via Microsoft Teams teleconference.

Interested proponents must send a request to the RFP Contact listed in Section 1.2 to be registered for the in person session, or to receive an invitation to attend via Microsoft Teams.

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be Submitted at the Prescribed Location**

Proposals must be submitted by email to:

City of Regina, Procurement Branch  
Attention: Shannon Farrell, CPPB  
Contract and Procurement Specialist  
Email: [procurement@regina.ca](mailto:procurement@regina.ca)

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be received on or before the Submission Deadline set out in the RFP Timetable.

Sending large documents via email may take significant time, depending on the file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least one (1) hour before the Submission Deadline to send documents.]

A proponent may, at its option, email the RFP Contact prior to the Submission Deadline with delivery details, including the anticipated arrival time of its proposal. If a proposal does not arrive on or before the Submission Deadline, the City may provide those proponents who have given such prior notice one additional business day to affect the delivery of their proposals. The Submission Deadline will be deemed to be adjusted to the same time as specified in the Submission Deadline but on the following business day.

### **1.5.3 Proposals to be Submitted in Prescribed Format**

Proponents should submit one (1) electronic copy. Proposals are to be prominently marked with the RFP title and number (see RFP cover), and with the full legal name and return address of the proponent.

Submissions will be allowed via SharePoint or other secure file sharing service on the condition the date and time of the email granting access was provided to the person noted in section 1.2 RFP Contact on or before the Submission Deadline set out in the RFP Timetable. Data on SharePoint or other secure file sharing service will only be reviewed on the condition that the data was loaded on or before the Submission Deadline set out in the RFP Timetable. Any data loaded on to SharePoint or other secure file sharing service will not be viewed if time stamp of data is after the Submission Deadline.

### **1.5.4 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment via email prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

The City will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

##### **2.3.2 Rated Criteria**

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

#### **2.5 Stage IV – Ranking and Contract Negotiations**

##### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

## **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

## **2.5.3 Time Period for Negotiations**

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

## **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

## **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, the City may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.6 Proponents to Bear Their Own Costs**

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.7 Proposal to be Retained by the City**

The City will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for

goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City.

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

#### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.



### **3.3.3 Procurement Protest Procedure**

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents;
  - (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or
  - (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests
  - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents must:

- (a) avoid any Conflict of Interest in relation to the RFP;
- (b) immediately disclose to the City any actual or potential Conflict of Interest that arises during the RFP process; and
- (c) comply with any requirements prescribed by the City to resolve any Conflict of Interest.

If a proponent considers that a particular circumstance, situation, relationship or association does not create a Conflict of Interest and will not create a perception of Conflict of Interest, but is concerned that the City could arrive at a different conclusion, the proponent should fully disclose the circumstances to the City at the earliest possible date, and request that the City

provide an advance interpretation as to whether it creates a Conflict of Interest or a perception of Conflict of Interest. The City will provide confidential responses to such inquiries.

### **3.4.2 Ineligible Persons**

The following individuals are not eligible to participate, either directly or indirectly, as a proponent or as a proponent's team member or subcontractor (the "Ineligible Persons"):

- (a) any individual that is currently employed by the City or that was formerly employed by the City any time within 12 months preceding the Submission Deadline; or
- (b) any member of City Council or any closely connected person (as defined and applied in section 114 of *The Cities Act* (Saskatchewan)).

Proponents must disclose if any of their proposed or intended team members or subcontractors are associated with any Ineligible Person. The City may, in its sole discretion determine that the association constitutes a potential or perceived Conflict of Interest and the City may, in its sole discretion:

- (a) prohibit the participation of the associated entity; or
- (b) disqualify the proponent in accordance with section 3.4.2 below; or,
- (c) prescribe requirements to resolve the Conflict of Interest and allow the participation of the associated entity.

### **3.4.3 Disqualification for Conflict of Interest**

The City may disqualify a proponent where any conduct, circumstance, situation, relationship or association is determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest and:

- (a) the proponent has failed to disclose the Conflict of Interest;
- (b) the proponent or any of its team members or subcontractors fails to comply with any requirements prescribed by the City to resolve a Conflict of Interest; or
- (c) the City determines, in its sole discretion, that the Conflict of Interest issue cannot be resolved.

### **3.4.4 Disqualification for Prohibited Conduct**

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.5 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.6 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.7 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.8 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.9 Past Performance or Past Conduct**

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the City**

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. The City is subject to *The Local Authority Freedom of Information and Protection of Privacy Act*. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

The City may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Saskatchewan and the federal laws of Canada applicable therein.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

See Annex A - Paratransit Operations and Maintenance Agreement

## APPENDIX B – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete

information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

**6. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**7. Conflict of Interest**

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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**8. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their proposals, or, if there is no table below, by completing the attached form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales taxes, which should be excluded from the pricing.
- (c) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) Services shall be measured and paid for on a unit hour price basis. A unit hour equals each hour of transportation service assigned or scheduled by the City including deadhead time.

Unit hour pricing provided in Annex B – Schedule of Prices must be based on the requirements set out in in the Operation and Maintenance Services for Regina Paratransit Service Agreement attached to this RFP as Annex A. Proponents wishing to provide innovative ideas and value added service should provide those prices as part of their proposal as indicated in Appendix D – RFP Particulars, Section F Rated Criteria.

### 2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{Price Score} = (1 - (\text{ABS}(\text{OP} - \text{TPP}) / \text{OP}) * 7.5) * 20$$

ABS = Absolute Value  
OP = Optimum Price  
TPP = Total Proposed Price

### 3. Required Pricing Information

See Annex B - Schedule of Prices

## APPENDIX D – RFP PARTICULARS

### A. THE DELIVERABLES

#### Paratransit Operations and Maintenance

The City of Regina requires a paratransit operations and maintenance contractor to deliver services for a five-year term July 1, 2021 - June 30, 2026.

The Contractor is required to hire, train and supervise operators to provide trips for paratransit customers on vehicles supplied by the City of Regina. Supervisory staff is required for all hours that the paratransit service operates and must have the same training as paratransit operators. A minimum of eight hours per day of road supervision is provided. A dedicated contract manager is also required to oversee the contract.

1. The Contractor's operators must collect fares from each paratransit customer as per City guidelines. The City uses a Payment in Motion smart card system and the Contractor is supplied by the City with handheld pass scanners for each of the buses. Operators are also required to collect cash fares when required. These cash fares and fare tally sheets are reviewed by the Contractor's supervisory staff and then brought to the City daily on weekdays for processing.
2. The Contractor's staff is required to provide excellent customer service to paratransit customers at all times. All customer complaints are handled by the City and then forwarded to the Contractor for follow-up and a response. The Contractor is required to provide timely written responses to all complaints. The Contractor also provides good customer service through the maintenance of a lost and found.
3. Due to the extreme temperatures experienced during the winter, the Contractor must supply secure, heated, indoor storage for the City-owned vehicles when not in use (minimum temperature 5°C).
4. The Contractor is responsible for maintenance services for the City's paratransit fleet of 33 buses. This includes preventative maintenance services, major repairs, mandatory inspections, breakdown repairs, road calls, towing, vehicle abuse/accident repairs, body/paint repairs and tire services. The City is responsible for a small number of repairs provided the repair is not the result of operator abuse related to Mobile Data Computers, tablets, radios, automated fare collection hardware/charging stations, and TransitLive hardware.
5. The City provides all fuel for the buses. Fuel for the Contractor's supervisory vehicle is the responsibility of the Contractor. It is the Contractor's responsibility to fuel the buses and from November 1 to March 31 of each year of the contract the Contractor must ensure that the vehicles are kept at a half tank of fuel. Time is not provided within the scheduled runs to fuel the buses.
6. The City requires the Contractor to provide it with statistical information and information related to monitoring contract performance. This includes but is not limited to vehicle maintenance/repairs/road calls, preventable accidents, operator training requirements/certifications, Canadian Urban Transit Association statistics, provincial grant reporting requirements, and other information required by the City.
7. The Contractor ensures that all vehicle safety equipment including securement equipment is inspected and kept in good order. Any safety equipment that is damaged

or outdated must be removed and replaced with equipment that meets safety standards at the contractor's expense.

8. The Contractor is responsible for cleaning the interior and exterior of the vehicles in a manner which ensures them to be safe, clean and aesthetically pleasing to the passengers, the public and the City. Daily, the Contractor is responsible for washing the exterior of the vehicle if dirt is present, removing interior debris, emptying the garbage, cleaning the floors/tracking, cleaning soiled securement belts, wiping the dash/stanchions/grab handles, fogging interior of the bus, removing smears from windows, cleaning soiled seats and removing graffiti. Monthly, the Contractor must clean all restraints and seats, inspect and inventory all safety equipment rectifying any deficiencies, and wash the entire interior of the vehicle.

Until advised by the City in writing that it is no longer necessary, the Contractor shall comply with all relevant Public Health Orders, the Re-Open Saskatchewan Plan and any other directives or guidelines issued by the Province of Saskatchewan, the Medical Health Officer for Saskatchewan or the Saskatchewan Health Authority. The Contractor shall use an electrostatic fogging device and disinfectant approved by Health Canada to treat Covid 19 to disinfect the interior of the buses that have been used each day. The Contractor shall be responsible to supply of all required cleaning products and equipment.

9. The City is responsible for all scheduling of passenger trips which are relayed to the Contractor's operators using a mobile data computer or tablet. The City also is responsible for all dispatching. Every bus has a radio and mobile data computer or tablet by which the Contractor's operators and supervisors can communicate with City staff.
10. An option exists within the contract to negotiate with the Contractor to deliver other types of transit services such as flex routing at the City's discretion.

See Annex C - Paratransit Policy and Procedure Guide and Paratransit Contractor and City of Regina SOPs

## **B. MATERIAL DISCLOSURES**

### **Paratransit Operations and Maintenance**

A complete statement of work is provided in Annex A – Paratransit Operations and Maintenance Agreement. Proponents are encouraged to read Annex A carefully to develop a full understanding of the City's expectations of the successful proponent. The City strongly recommends the proponent reviews and understands to the following sections of the agreement:

1. **Interpretation** - See Article 1, Operations and Maintenance Agreement for the Regina Paratransit Service
2. **Services** - See Article 2, Operations and Maintenance Agreement for the Regina Paratransit Service
3. **Fees and Hours** – The City's current unit hour rate is \$53.90
4. **Vehicles** - See Article 4 and Article 2.2.4, Operations and Maintenance Agreement for the Regina Paratransit Service

5. **Service Operation** - See Article 5, Operations and Maintenance Agreement for the Regina Paratransit Service
6. **Operator Requirements** - See Article 6, Operations and Maintenance Agreement for the Regina Paratransit Service
7. **Passenger Service** - See Article 7, Operations and Maintenance Agreement for the Regina Paratransit Service
8. **Supervision by Contractor** - See Article 8, Operations and Maintenance Agreement for the Regina Paratransit Service
9. **Working Relationship with the City** - See Article 9, Operations and Maintenance Agreement for the Regina Paratransit Service
10. **Complaints** - See Article 10, Operations and Maintenance Agreement for the Regina Paratransit Service
11. **Policies and Procedures** - See Article 11, Operations and Maintenance Agreement for the Regina Paratransit Service
12. **Incidents, Injuries, Medical Emergencies and Vehicle Accidents** - See Article 12, Operations and Maintenance Agreement for the Regina Paratransit Service
13. **Additional Services** - See Article 14, Operations and Maintenance Agreement for the Regina Paratransit Service
14. **Documentation** - See Article 16, Operations and Maintenance Agreement for the Regina Paratransit Service
15. **Books, Payrolls, Accounts and Records** - See Article 17, Operations and Maintenance Agreement for the Regina Paratransit Service
16. **Indemnification and Insurance** - See Article 18, Operations and Maintenance Agreement for the Regina Paratransit Service
17. **Default by Contractor** - See Article 19, Operations and Maintenance Agreement for the Regina Paratransit Service
18. **Termination** - See Article 20, Operations and Maintenance Agreement for the Regina Paratransit Service
19. **General** - See Article 21, Operations and Maintenance Agreement for the Regina Paratransit Service

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix B)**

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

### **2. Pricing (Appendix C)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

### **3. Other Mandatory Submission Requirements**

#### **Written Acknowledgement - Appendix A**

Proponents must provide a written acknowledgement of the acceptance of Annex A Paratransit Operations and Maintenance Agreement, and Annex C Paratransit Policy and Procedures Guide and Paratransit Contractor and City of Regina SOPs in their proposal.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

### **Previous experience operating a transportation service for persons experiencing disabilities**

Proponents must provide sufficient detail in the proposal to allow the City to confirm the company has sufficient experience operating a transportation service for persons experiencing disabilities. If a proponent fails to provide enough information, or does not have extensive experience operating a transportation service for persons experiencing disabilities, their proposal will be rejected and receive no further evaluation.

## **E. PRE-CONDITIONS OF AWARD**

### **Certificate of Insurance**

The successful Proponent shall furnish documentary evidence, satisfactory to the City Solicitor, of the Liability Insurance requirements as stated in the Form of Agreement attached to this RFP (Annex A)

### **Saskatchewan Worker's Compensation Board Letter of Good Standing**

The Proponent agrees that should their bid be considered for award, proof of good standing with the Saskatchewan Workers Compensation Board, if applicable, must be supplied to the City of Regina Procurement Branch prior to award of RFP.

## **F. RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

All Proposal submissions must be in reference to the City's response requirements and the terms and conditions stated. Any Proponent taking exception to any of the City's response requirements and/or any terms and conditions of the Contract, will be evaluated accordingly.

The City will evaluate Proposals and will select the Proposal that meets the best interests 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.

### **Shortlisting for Interviews**

The City may, at its sole option, conduct interviews of the top-ranked Proponents as identified by the Proposals to further understand and clarify the responses that are received from those Proponents and to confirm that the proposed solution will meet the City's stated requirements. The decision to request clarifications or to conduct interviews is at the City's sole discretion and where required Proponents will be contacted to schedule a time and location for the interviews.

## **CONTENTS OF PROPOSAL**

The Proposal itself should be organized in the following format and informational sequence:

- Cover Letter;
- Executive Summary;
- Response to Scope of Services and Requirements;
- Sub-Proponent Information (if applicable); and
- Supporting Contracts Information (if applicable).

The information provided in these sections will be used in the evaluation of the Proposals. Proponents who submit Proposals that meet all requirements will score higher than those Proposals who do not meet all of the requirements.

### **Cover Letter**

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 should also state the location of the office of the Proponent. The letter should 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 the objective, scope, strategies and deliverables.

### **Response Requirements**

The Proponent's Proposals should include sufficient detail to address all City requirements. The Proponent's Proposal should provide an overview of its understanding of the requirements for the Services as stated in the Operation and Maintenance Services for Regina Paratransit Service Agreement attached as Appendix A and an outline of its plans to fulfill these requirements.

Proponents are required to base their Proposal submission, and all pricing contained therein, on the requirements set out in in the Operation and Maintenance Services for Regina Paratransit Service Agreement attached as Appendix A. Notwithstanding these requirements, Proponents are encouraged to provide innovative ideas and suggestions which they feel will improve upon the requirements set out in this document and are able to submit alternate pricing for enhanced services.

### **Additional required Information**

If applicable, the Proponent should also provide information related to using a 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.

If applicable, the Proponent should also provide any copies of any supporting Contracts (i.e. lease Contracts), qualifications, or certifications that may be applicable and support the Proposal.

#	Category	Weighting (%)	Threshold
1	Pricing	20	N/A
2	Quality of Service	30	21
3	Vehicle Maintenance and Servicing Plan	20	14
4	Capability and Experience	30	21
<b>Total Points</b>		100	

## 1. Pricing

See Appendix C - Pricing

## 2. Quality of Service

### Quality of Service – Operation service

In their submission, Proponents are expected to address the subcategories 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 paratransit customers require assurance of business continuity and the maintenance of quality service which, at a minimum, includes:
  - (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 with timelines 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, tasks and responsibilities defined (e.g. when supervisory staff will be hired, when Operators will be trained etc.). The commencement plan will outline how the Proponent will work with the City throughout the transition.
  - (c) the Proponent's experience in negotiating a collective agreement.
  - (d) a service operations plan outlining how the Proponent will conduct day-to-day operations and a customer service strategy that will ensure a high quality of service throughout the duration of the Contract (sample operation policies should be attached).
  - (e) effective administrative procedures with the City, such as invoicing requirements, communications with the City's staff responsible for paratransit, 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.



- (f) 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 which at a minimum includes:
- (a) a recruitment and retention plan outlining how the Proponent will hire, motivate and maintain their employees.
  - (b) an employee performance management plan.
  - (c) a formal progressive discipline framework outlining how employee incidents will be disciplined, especially those relating to unsafe practices or those that are high in frequency or severity.
  - (d) an organization chart which outlines total staffing requirements by position and number of staff for each position to deliver all of the paratransit operations and maintenance services. This should also include standby Operators. In conjunction with this section, information should be provided about how the functions of the Agreement will be managed and how escalating concerns will be addressed by key individuals within the organization structure. Information about the qualifications, education and experience for each position should also be provided.
  - (e) an outline of staff availability.
  - (f) a strike contingency plan - how Services will be provided in the event of a strike.
  - (g) a description of how the Proponent has handled a strike situation in the past with any of its operations, if applicable.
  - (h) 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.
  - (i) the names and resumes of the Proponent's senior executive and transition manager.
- (3) Health, safety and training which, at a minimum, includes:
- (a) health and safety policies and training for all staff and services (Proponents should attach their policies and training materials).
  - (b) a pandemic and emergency preparedness plan and how it would be linked to the City's plans.
  - (c) disability/seniors awareness and sensitivity training course for Operators (Proponents should attach course materials).
  - (d) training course materials and policies and processes for Vehicle operation such as mobility aid movement and securement, and Operator route orientation (Proponents should attach policies, processes and course materials).
- (4) Performance monitoring, management and reporting plan including key performance indicators related to the following areas which, at a minimum, includes;
- (a) operational and safety performance.
  - (b) maintenance performance.

- (c) customer satisfaction.
- (5) Communications plan which, at a minimum, includes:
- (a) processes for communicating between the Proponent's Operator, supervisor and management employees, with the City's Dispatch, supervisor and management employees.
  - (b) processes for communicating relevant information and directives to its employees regarding paratransit service.
- (6) Proponents are encouraged to provide innovative ideas and suggestions which they feel will improve upon the requirements set out in Appendix A - Form of Agreement and are able to submit alternate pricing for enhanced services. These innovative ideas and value added service should be clearly indicated within their proposal.

Value added services which, at a minimum, include:

- (a) innovative ideas to enhance customer service and service delivery.
- (b) productivity incentives for staff (e.g. employee recognition program).

### **3. Vehicle Maintenance and Servicing Plan**

#### Vehicle Maintenance and Servicing Plan

In their submission, Proponents are expected to provide a Vehicle maintenance and servicing plan that meets or exceeds the requirements and standards outlined in the Operations and Maintenance Services Agreement which should, at a minimum, include:

1. description of the facilities (including proposed location, square footage, proposed layout (floor plan) and equipment).
2. staffing and supervisory oversight (shifts structure, number of employees by category, proposed hours of Services).
3. fleet maintenance plan which includes processes, procedures and controls for: routine fleet maintenance requirements, development of work plans, schedules and work orders, pre-trip inspections, warranty issues, Accident repairs, major repairs, Vehicle certifications, road calls, and Vehicle safety equipment inspections.
4. fleet servicing plan which includes processes, procedures and controls including the schedule for cleaning the interior and exterior of Vehicles.
5. plan and processes for fueling the Vehicles.
6. the process for putting a replacement Vehicle into service when an in-service Vehicle has experienced a mechanical breakdown or Accident, and the process for emergency clean-up on a Vehicle.

### **4. Capability and Experience**

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

- (1) a corporate profile including a corporate overview with years of experience and size of corporation.
- (2) 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.
- (3) an outline of the Proponent's experience in delivering other types of public transit services such as on demand services, flex routing, conventional transit services and community busing.
- (4) 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) 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.
  - (c) 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.
- (5) three references providing insight into a Proponent's general reputation, along with the skills and qualifications necessary to diligently and properly perform the work in accordance with the RFP. References are to be from clients for whom you have provided similar Services as those outlined in this RFP. A preference is for Canadian references. Include at least three (3) references, complete with the names, titles, phone number and addresses.

# **Annex C**

**Annex C Includes:**

- 1. Paratransit Policy and Procedure Guide**
- 2. Paratransit Contract and City of Regina SOPs**

# Regina Paratransit Service



## Policy and Procedure Guide

September 2020

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## **A. DEFINITIONS**

- a) “**Accessible Door**” means the first building door in view of the vehicle or selected by paratransit for either a customer pick-up or drop-off. Access to the door does not include any steps where a customer uses a motorized wheelchair or scooter, or more than one step where a customer uses a manual wheelchair.
- b) “**AAC**” means Accessibility Advisory Committee.
- c) “**Ambulatory**” means a customer who can walk but has difficulty accessing conventional transit service.
- d) “**Attendant**” means a person who travels with a registered customer. An attendant’s purpose is to provide the registered customer with assistance on the vehicle or at the destination beyond what the operator is required to provide.
- e) “**Automated Fare Collection System**” means a system used by the City of Regina to collect and track fare media that uses smart card technology.
- f) “**Cancellation**” means a scheduled or booked trip cancelled with advance notice.
- g) “**Cancellation at the Door**” occurs when the operator arrives at the pick-up location and the customer cancels the trip.
- h) “**Charter Service**” means pre-booked, private service or service beyond normal operations provided on a request basis. Service may extend travel beyond the extended service limits.
- i) “**City**” means City of Regina.
- j) “**Clerk**” means the persons who schedule, dispatch and cancel trips for registered paratransit customers.
- k) “**Companion**” means a person who travels with a customer in addition to the attendant, such as a friend or family member.
- l) “**Customer**” is a person who has met eligibility criteria and is registered to use paratransit.
- m) “**Emotional Support or Comfort Animal**” means an animal that may or may not be prescribed by a physician to enable people with anxiety and social phobias to be able to participate in daily life. These types of animals may not be identified by a service harness.
- n) “**Fixed Route Transit**” means the regular transit system which operates regular routes.

- o) **“Late Cancellation”** means any trip cancelled by a customer with less than two-hours’ notice.
- p) **“No Show”** means any trip where a customer is not at the designated pick-up location.
- q) **“Operators”** means employees of the Contractor who are drivers of the vehicles who meet the qualifications established by the City.
- r) **“Paratransit Administration”** means those who work for the City of Regina in the Paratransit Branch within the Transit and Fleet Department.
- s) **“Peak Travel Times”** means Monday to Friday from 7-9 a.m. and 2:30-5:30 p.m.
- t) **“Pet”** means an animal that may accompany a person but is not required for medical reasons.
- u) **“Pick-up Window”** means 10 minutes before or after the customer pick-up time.
- v) **“Service Animal”** means an animal that has been trained to assist a person experiencing a disability that has undergone a rigorous training program and is given identification such as a working harness that makes the animal readily identifiable. Some examples include; guide dogs for persons who are blind, assist animals used to retrieve and carry items for people with limited mobility, hearing alert/signal animals for people who are Deaf, late deafened and hard of hearing, seizure response animals, social signal animals to assist people with autism and animals trained to assist people experiencing mental health issues such as Post Traumatic Stress Disorder. In most cases the service animal will be a dog, however cats, birds, monkeys, ferrets and other types of animals can also be service animals.
- w) **“Subscription Trips”** means ongoing trips which are made one or more times a week at the same time from the same origin to the same destination.
- x) **“Transit and Fleet Department”** means the Transit and Fleet Department of the City of Regina.
- y) **“Vehicle(s)”** means the City-owned vehicles which are used to provide paratransit service.



## **B. GENERAL INTRODUCTION**

### **Paratransit**

Paratransit is a public transportation service operated by the City of Regina (the “City”) for people who, because of a disability, are restricted in using the fixed route transit system.

Paratransit is not an exclusive ride service. Booking and scheduling decisions are made to allow as many customers as possible to use this shared system while staying within budget requirements.

Because it is a shared ride system, policies and procedures respecting the use of the system have been developed over the years that ensure the safe transportation of customers, smooth operation of the system and that customers are treated in a fair and equitable manner.

A “How to Ride” brochure, newsletters and this Paratransit Policy and Procedure Guide are available upon request.

### **Fixed Route Transit and Travel Training**

Paratransit customers are encouraged to use fixed route transit whenever possible. R-Cards can be used interchangeably on both systems. Fixed route transit is accessible to people experiencing disabilities and is an excellent alternative to paratransit. Fixed route transit features vehicles with no stairs and an easy access ramp, two stations for people using mobility devices such as wheelchairs, and interior and exterior audible stop announcements. The greatest benefit to using fixed route transit is that there is no requirement to book trips in advance. People can travel where they want to, when they want to.

If a paratransit customer is unsure how to use fixed route transit but would like to learn how, Regina Transit offers free one-on-one transit travel training. Customers who are interested in learning more about the program can call 306-777-7007 and press #2.

# I. PARATRANSIT ELIGIBILITY AND ASSESSMENT PROCESS

## 1. ELIGIBILITY CRITERIA

People are eligible to use paratransit if they are a resident of Regina and are restricted in using fixed route transit because of a permanent or temporary disability. Visitors to Regina are also eligible to use paratransit if, because of a disability, they are restricted in using fixed route transit.

Restrictions may include, but are not limited to:

- i. ability to travel to a bus stop.
- ii. ability to identify landmarks, follow directions and navigate the fixed route transit system.
- iii. easily confused or disoriented.
- iv. experiences frequent dizziness.
- v. at high risk of falling.
- vi. unable to board fixed route transit independently.
- vii. tires easily.

## 2. ASSESSMENT

- a) Eligibility to use paratransit is determined by an assessment process. All those who wish to have their eligibility assessed must complete an application form. When an application is approved, the person becomes registered with paratransit. A 10-business day processing time for the initial application shall apply.
- b) The personal information collected in the application form is done so under the authority of *The Local Authority Freedom of Information and Protection of Privacy Act*. The information is used only for the purpose(s) of providing paratransit service. Customers with questions about the collection or use of personal information can call 306-777-7262 or email [lafoipp@regina.ca](mailto:lafoipp@regina.ca).
- c) Applicants (or someone acting on their behalf) must fully complete the application form. The purpose is to provide enough information so that a decision can be made about their eligibility.
- d) If the form is not fully completed, it will be returned to the applicant for completion.
- e) Paratransit Administration reviews the form and may contact an applicant for further information, if eligibility is not clear from the review of the form. Further, an applicant may be required to attend an in-person interview or appear before an Eligibility Committee consisting of an Occupational Therapist, paratransit customer who ideally is a member of the AAC and member of the Paratransit Administration, to provide further information.

- f) Eligible applicants receive a registration package by mail including informational materials on how to use paratransit.
- g) Applicants who do not have their application approved are advised in writing. They are advised of the reasons that their application was denied. Reasons that an application may be denied include, but are not limited to, length of mobility device, exceeding vehicle lift weight restrictions (See Vehicles – Section VII-1) and ability to successfully use fixed route transit. Information on how to appeal the decision is also provided (See Appeal Process – Section II-3, page 7). A subsequent application will be considered only if there has been a significant change in the disability.
- h) Applicants must be residents of Regina to be eligible for a five-year registration. A person with a disability visiting Regina may be eligible for a visitor registration. Visitors must provide a Regina address as a pick-up location.
- i) In exceptional circumstances, at the Paratransit Administration’s discretion, limited trip bookings may be provided to a person with mobility limitations without a paratransit registration being completed until such time as an application form can be submitted.

### **3. REGISTRATION TYPES**

When the Paratransit Administration approves an application for paratransit, the applicant’s registration is approved as unconditional, conditional, temporary or visitor. The maximum registration term is five years.

- Unconditional - Unconditional registration means that the person is permanently restricted in riding fixed route transit and requires regular access to paratransit.
- Conditional - Conditional registration means the person is able to use fixed route transit more regularly and only requires paratransit at certain times or to certain locations, e.g. winter or after dark. Applicants who require paratransit in the winter are given a “winter only” registration, which are active between November 1 and March 31. Trips are stopped on March 31 of each year. If there is an early start to winter or significant snow and ice remains after March 31, winter registrations will be extended by the Paratransit Administration.
- Temporary - A temporary registration means that paratransit is only needed for a set period of time. An example of this is someone requiring paratransit while they are recovering from surgery. A temporary registration may be extended by the Paratransit Administration, if necessary. A change in an applicant's medical condition may require the change of a temporary registration to unconditional or conditional status.
- Visitor - A visitor registration is issued to persons who visit the city and are restricted in using fixed-route transit. Visitor registrations are automatically

approved if they are registered with another paratransit service provider in a different community with similar eligibility criteria.

- If a person is issued a registration and they do not use it for 18 months, the registration will be cancelled by the Paratransit Administration. If paratransit service is required after deactivation, the person must reapply in accordance with assessment process (See Assessment – Section I-2, page 4).

#### **4. ELIGIBILITY REVIEW**

- a) Occasionally, an ineligible person's application is inadvertently approved, or a customer's condition changes such that he or she no longer meets the eligibility criteria. He or she will then be requested to reapply for paratransit service. Upon learning of an incorrect approval or a change in a customer's condition, the Paratransit Administration will advise the customer who may reapply.
- b) When a request to review a customer's eligibility is received, an investigation will be conducted. The individual's application to use paratransit will be reviewed. If, following the internal investigation, there remains a question of the individual's eligibility, he or she will be contacted by letter. The letter will advise of the concern and will suggest the individual reapply for paratransit service.
- c) Paratransit Administration will follow the registration process. This process includes the right of the applicant to appeal the final decision of the Paratransit Administration to the Accessibility Advisory Committee (See Appeal Process – Section II-3, page 7).
- d) Paratransit service is available to registered customers while their eligibility is being reviewed.

## **II. ACCESSIBILITY ADVISORY COMMITTEE, SUSPENSIONS AND APPEALS**

### **1. ACCESSIBILITY ADVISORY COMMITTEE (AAC)**

- a) The Accessibility Advisory Committee (AAC) is an Advisory Committee appointed by City Council who reports to the Community and Protective Services Committee. A majority of the 11 members are people experiencing disabilities.

The purpose of the AAC is to engage residents experiencing disability and other subject matter experts to advise the City on investments and choices that will deliver on the mandate for accessibility and inclusion articulated in Council's Vision and further detailed in Regina's Official Community Plan and master plans.

The AAC has delegated authority to hear paratransit service appeals in accordance with the Paratransit Policy and Procedure Guide in relation to registration denials, the requirement to have an attendant or be met by an attendant, passenger suspensions over five days, denial of trips because of unacceptable behaviour and no show trips.

## **2. SUSPENSION OF SERVICE**

- a) Customers who do not follow paratransit policies and procedures may be denied service for a period of time. Typically, a suspension of service is issued if a customer's behaviour or health impacts the operation of paratransit or negatively affects other customers.
- b) In the instance where the behaviour of a customer is so disorderly or abusive that the customer presents a danger to the operator, other customers, or him/herself, paratransit may refuse to transport the customer if at a safe location.
- c) Operators are required to submit incident reports to their supervisor detailing any customer incidents, which are forwarded to the Paratransit Administration for investigation and follow-up. When a particular incident has resulted in suspension of service being considered, camera footage may be reviewed to assess the incident.
- d) When a customer's behavior or health condition threatens the safety of other customers or operators, service may be suspended immediately, pending completion of an investigation by the Paratransit Administration. The review will include an interview with the customer and support people, if requested. If following the review, the suspension will be continued, a letter will be issued outlining the reason for the suspension, how long the suspension will be in effect for and steps required to rectify the suspension. In less serious incidents, operator reports will be investigated by the Paratransit Administration, but service will not be suspended during the review or until the customer has had an opportunity to appeal the suspension. The customer will be forwarded a letter advising of the results of the review. In the instance that a service suspension is recommended, the letter will advise when the suspension will start and end, and the appeal process that may be followed.
- e) Further incidents may result in longer term refusal of service, with the length of service refusal to be determined by the Paratransit Administration.
- f) Service suspensions may be appealed to the AAC (See Accessibility Advisory Committee (AAC) – Section II-1, page 6).

## **3. APPEAL PROCESS**

The AAC hears and adjudicates on appeals. The following decisions may be appealed:

- i. registration denials.
- ii. requirements to have an attendant or to be met by an attendant.
- iii. suspensions (over five days).
- iv. suspension of trips because of unacceptable behaviour.
- v. suspension of trips because of a number of no-show trips.

Process:

- a) Appeals must be filed in writing within 14 calendar days from the date of the decision letter from the Paratransit administration. Requests will be emailed to [clerks@regina.ca](mailto:clerks@regina.ca) or mailed or delivered to:

Secretary, Accessibility Advisory Committee  
c/o City Clerk's Office  
15th Floor, City Hall, 2476 Victoria Avenue  
Box 1790  
Regina SK S4P 3C8

- b) The AAC will hear the appeal at their next regular meeting or within 30 days of receipt of the appeal, whichever is earlier.
- c) The secretary to the AAC will notify appellants by mail or by phone of the date and location of the appeal.
- d) When held in conjunction with a scheduled AAC meeting, the appeal will be heard by the AAC prior to its meeting.
- e) During the appeal, AAC members are required to conduct themselves in accordance with the *Regina Code of Conduct and Disclosure Bylaw 2002-57*.
- f) Appellants and/or their advocate will be given an opportunity to make a presentation to the AAC without the Paratransit administration present. The Committee members may have questions for the appellant and/or advocate at the hearing. The Paratransit administration will speak to the appeal following the presentation from the appellant.
- g) Appellants wishing to use written materials during the appeal hearing are encouraged to send copies to the secretary of the AAC three working days prior to the hearing.
- h) If the appellant or their advocate does not show up for the appeal hearing, the hearing will be adjourned until the next meeting of the AAC. The appellant will be notified of the new hearing date. If the appellant fails to attend the second hearing, the AAC may make a decision on the appeal in the absence of the appellant.
- i) The Paratransit administration and appellant/advocates will be excused at the end of the presentations so the AAC can deliberate the issues and make a decision.

- j) Supplementary information provided at the hearing may be accepted at the discretion of the AAC.
- k) Appellants who have decided to withdraw their appeal should notify the Secretary in writing prior to the hearing date.
- l) Appellants will be notified of the AAC's decision in writing within seven business days of the hearing.
- m) The decision of the ACC is final.
- n) Applicants whose applications have been denied may reapply for service if there has been a significant change in the applicant's restriction related to using fixed route transit.
- o) Subsequent appeals of an application denial will not be heard if there has been no significant change in the applicant's restriction related to using fixed route transit since the previous appeal.
- p) In a case where there is an appeal regarding suspension of service, requirement to have or be met by an attendant, or suspension of trips because of unacceptable behavior or no-show trips, service will be continued until the appeal process is completed, unless the safety or well-being of other passengers or operators is at risk.
- q) The AAC is bound by the Policy and Procedure Guide in making its decisions.

### **III. TRIP BOOKINGS**

<b>1. GENERAL INFORMATION</b>
-------------------------------

- a) Customers call the booking line at 306-777-7007, or e-mail [paratransit@regina.ca](mailto:paratransit@regina.ca) to book trips. There is a 24-hour turnaround time for voicemail and e-mail bookings. If a return trip is required, it should be booked at the time the pick-up is booked or a return trip may not be available. Bookings for one-way trips are accepted.
- b) Customers may leave information to make a booking 24 hours a day, seven days a week, by leaving a voice message or e-mail. Messages and e-mails will be returned within 24 hours.
- c) Same-day or demand trip requests involve short notice, same-day calls. Service is limited for these types of trips. Clerks are available to receive booking line calls for same day bookings:

Weekdays and Saturday	7:30 a.m. to 11 p.m.
Sunday and Public Holidays	8:30 a.m. to 6:30 p.m.

- d) Clerks are available to receive booking line calls for advance, subscription and group bookings:
- |                   |                     |
|-------------------|---------------------|
| Monday - Saturday | 9 a.m. to 8 p.m.    |
| Sunday            | 9 a.m. to 6:30 p.m. |
| Public Holidays   | No advance bookings |
- e) Trip requests can be made up to seven days in advance of the trip date and are subject to available space. No trip bookings in advance of seven days will be accepted.
- f) The following information must be provided when booking a trip:
- i. First and last name.
  - ii. The exact address where the customer will be picked up (if other than home), including the location of the accessible building entrance.
  - iii. The exact address to which the customer is going.
  - iv. The date and time by which the customer must reach his or her destination (by advising when the customer must be at his or her destination, the clerk will select the best pick-up time from those times available).
  - v. The time the customer wants to return.
  - vi. If the customer will be accompanied by an attendant and/or a companion, children, or a service animal.
- g) When calling to book a trip, customers are limited to one request per call if there are other people waiting to book trips. If there are no other people waiting, customers are allowed to book additional trips. Customers may call back multiple times to book trips.
- h) Typically, pick-up times on the outskirts of the city are on the top of the hour and pick-up times in the downtown are on the half hour.
- i) Demand for paratransit trips is high, so the trip requested might not be available. This is especially the case during peak travel times, Monday to Friday from 7 a.m.- 9 a.m. and 2:30 p.m.- 5:30 p.m. The clerk will offer alternate times, if available.

<b>2. PICK-UP AND DROP-OFF</b>
--------------------------------

- a) When a trip is booked, a pick-up and drop-off address must be provided. Pick-ups and drop-offs are made to the inside of the first set of accessible doors. Operators do not escort customers to specific doctor offices, hospital wards, etc.
- b) Pick-ups and drop-offs are made at front doors, unless otherwise specified.



- c) Customers cannot book trips to places that are closed and expect to be left outside until the building opens as operators must ensure all customers are escorted through the first accessible door.
- d) Drop-off location changes cannot be made by the operator. A call must be made to a clerk to determine if a different drop-off location can be arranged.
- e) When booking trips to or from facilities with several entrances, such as strip malls, customers must specify the door from which they are to be picked-up or dropped-off. Paratransit picks-up and drops-off customers at specific doors at shopping centres, hospitals and event complexes (See Designated Doors – Section IV-9, page 20).
- f) Paratransit uses a 20-minute pick-up window for trips. This means that vehicles can arrive 10 minutes before or after a scheduled pick-up time and be considered on time. For example, if a customer has a 9:20 a.m. pick-up time, the vehicle can arrive between 9:10 a.m. and 9:30 a.m.
- g) If the vehicle arrives more than 10 minutes past a scheduled pick-up time, it is considered late. If possible, paratransit will attempt to call and advise customers if the vehicle is going to be late. If the vehicle arrives more than 10 minutes before a scheduled pick-up window, it is considered early.
- h) Customers are expected to be at their pick-up location 10 minutes before the scheduled pick-up time. Customers are also expected to wait 10 minutes after the scheduled pick-up time.
- i) Operators will wait for five minutes. If customers are not ready after this five-minute wait, the operator will radio the clerk for approval to leave. If the operator is early, he or she will wait until 10 minutes before a scheduled pick-up time and then wait an additional five minutes. Some examples are:
  - i. A scheduled pick-up time is 10:30 a.m. The vehicle arrives at 10:15 a.m. The vehicle is early. It should not have arrived before 10:20 a.m. The operator will wait until 10:20 a.m. and then wait five more minutes, after which the vehicle may leave at 10:25.
  - ii. A scheduled pick-up time is 10:30 a.m. The vehicle arrives at 10:40 a.m. The vehicle is on time as it has arrived within the pick-up window. The operator will wait for five minutes after which the vehicle may leave.

### **3. RETURN TRIPS**

- a) Customers needing to book a return trip should book it when they book the pick-up. This includes trips for medical appointments. If a trip is taken without booking a return and then a request is made for a trip home at a later time, paratransit cannot guarantee that a return trip will be available.

- b) Sometimes customers may need a return trip but are unsure of the exact time, e.g. a medical appointment. The time needed for the trip should be estimated and a return time booked.
- c) When arriving at an appointment, the customer should advise reception of the pick-up time.
- d) Customers who finish their appointments early may call a paratransit clerk. It may be possible to get an earlier pick-up time. Paratransit does not guarantee an earlier pick-up.
- e) Customers who know they are going to be late should call paratransit. Paratransit will try to arrange a later pick-up.

#### **4. CHARTER SERVICE**

- a) Charter requests can be made by calling 306-777-7007 or e-mailing [paratransit@regina.ca](mailto:paratransit@regina.ca) .
- b) Charter service is available to individuals, groups and organizations that require accessible transport. At least one person needing the charter must be a registered customer unless the charter service is for a group of visitors with a requirement to use an accessible vehicle.
- c) The availability of charter service is limited to mainly evenings, mid-day, weekends, and in the summer. A limited number of vehicles are available during peak service times.
- d) The charter group has exclusive use of the vehicle. There is a guaranteed pick-up or drop-off time for the charter trip and there is a customized travel route.
- e) Charter service is operated on a cost-recovery basis. Rates are established by City Council.
- f) Charters are limited to transportation within Saskatchewan.
- g) There is a minimum one-hour charge for charter service. Billing is calculated from the time the vehicle leaves the garage to when it returns to the garage.
- h) Charters must be booked a minimum of 72 hours in advance. They must be cancelled with at least 12 hours' notice or the charter fee will be charged.

#### **5. GROUP TRIPS**

- a) Group bookings (three or more people) can be made by calling 306-777-7007 or e-mailing [paratransit@regina.ca](mailto:paratransit@regina.ca) .

- b) Groups should be prepared to share the vehicle with other customers. This means that the pick-up times, the drop-off times and the locations of other customers are considered when scheduling the trips.
- c) The availability of group bookings is limited to mainly evenings, mid-day, weekends and in the summer. A limited number of vehicles are available during peak service times.
- d) The following information must be given when making a group booking:
  - i. The names of customers.
  - ii. The address and time for pick-up.
  - iii. The address to which the group will be going.
  - iv. The time the group wishes to return.
  - v. The number of attendants, service animals or children, if any, travelling with the group.
- e) The clerk may not be able to book the group at the time the request is made. The clerk will call back within 48 hours to confirm the arrangements made.
- f) The clerk will make every effort to take members of a group in the same vehicle. Depending on the travel needs of other customers, this may not always be possible.
- g) Groups must provide 12 hours' notice if:
  - i. The trip is no longer required; or
  - ii. The number of customers in the group becomes less than three.
- h) Groups failing to provide 12 hours' notice will be charged a cancellation fee equal to the cost of one hour of service. The person booking the group will be charged.

<b>6. SUBSCRIPTION TRIPS</b>
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- a) A subscription trip is a repeat booking scheduled for as long as required (minimum three-week time period). A subscription trip must be to and from the same address each time. An end date must be provided for the subscription trip if the request is for a program that does not continue throughout the year.
- b) Subscription trips are booked the same way as other trips. Customers must notify the clerk that they wish to make a subscription trip booking. If the subscription trip cannot be accommodated, and all criteria is met, the trip request will be put on a waitlist.
- c) In order to qualify for a subscription trip, customers must show a commitment to regularly scheduled trips. If customers have a history of inconsistently using

trips, they may be requested to take the trip in public service for six weeks in a row to demonstrate the requirement for a subscription trip.

- d) Ten business days must be allowed for scheduling a subscription trip.
- e) The subscription trip can be temporarily cancelled when customers have vacation or days off. Customers with subscription trips are expected to provide as much notice as possible when providing subscription trip cancellations so that other trips can be accommodated. Paratransit must be notified when the subscription service is to be restarted again. Temporarily cancelling a subscription trip helps to provide trips for others who require service and is not considered when evaluating subscription trip usage. The maximum amount of time that a subscription trip can be suspended is two months.
- f) Customers who often change the trip destination or cancel the trip, will have their subscription bookings reviewed. Subscription trips must be used 75 per cent of the time or the subscription booking will be cancelled by the Paratransit administration. Customers will then have to book the trips as individual trips in public service.
- g) A monthly review of subscription bookings is conducted. Customers with subscription trips that are not being used 75 per cent of the time will be contacted by the Paratransit administration. When the customer is contacted, they will have the opportunity to decide to give up the subscription trip or have it monitored for one additional month to determine if it should be kept.

## **7. SCHOOL SERVICE**

- a) At the request of the school divisions, and as space allows, school children not including pre-kindergarten, may be transported to and from school on paratransit.
- b) The school divisions provide a list of children that require paratransit late in the school year or early summer. These students must complete a paratransit registration to ensure that paratransit has all required information on file.
- c) School schedules are made to accommodate trips that adhere to school division parameters and rules. Changes to schedules and pick-up locations are made through the school division for Catholic School Division trips and through caregivers for Public School Division trips.
- d) School aged children under age 12 without an attendant are only allowed to travel on buses designated for school or children's programs. The school divisions are billed on a monthly basis. The non-subsidized rate is negotiated between the school divisions and Paratransit Administration.
- e) School trips that are not eligible for school division funding may also be accommodated if space is available.

## **8. TRIP CHANGES**

- a) Changes to trips must be made through a clerk in advance of the trip being taken. Requests made through operators while the customer is on the vehicle will not be accepted. The clerks have all the information available respecting individual trips and can determine the effect of a requested trip change on the schedule.
- b) The clerk will make every effort to accommodate trip changes. However, as a trip change is the same as booking a new trip it may not always be possible to accommodate the request.

## **9. CANCELLATIONS**

- a) Customers who want to cancel scheduled trips should do so as soon as it is known that the trips are not needed by calling 306-777-7007 Press #4 or e-mailing [paratransit@regina.ca](mailto:paratransit@regina.ca). This allows paratransit to provide trips for other passengers.
- b) Customers who provide less than two hours' notice when cancelling a trip or cancel their trip at the door, will be considered a late cancellation. Follow-up will be done with customers who make late cancellations. Service suspension may result when customers often make late cancellations.
- c) Operators are not able to cancel trips on a customer's behalf.
- d) Customers who have subscription trips who are taking vacation or are not needing their trip for a period of time, must give paratransit as much notice as possible to cancel the trips so that the service can be repurposed.

## **10. NOT SHOWING UP FOR TRIPS**

- a) Vehicles arrive within a 20-minute pick-up window (10 minutes on either side of scheduled time). Operators will wait five minutes after arriving at the designated pick-up location. If customers are not at the pick-up location within these five minutes of the scheduled pick-up time, the operator will leave with approval from the clerk and the customer will be considered a "no show". This limited waiting time is necessary to ensure the service stays on time. If possible, the clerk will try to contact the customer by telephone prior to the five minutes expiring.
- b) When customers do not keep their bookings on the first part of the trip, the return trip is cancelled.
- c) If a customer has missed a pick-up but still needs a ride, a call can be made to the booking line to request another pick-up. Arrangements will be made to book

the customer as soon as possible. Customers may have a considerable wait before another vehicle can be sent for them.

- d) Paratransit reviews records of customers who do not show up for their trips. Paratransit will contact customers who regularly miss their scheduled trips. Customers who often miss trips may be suspended from using the service. Suspension of service may be appealed (See Appeal Process – Section II-3, page 7).

## **11. INTERACTIVE VOICE RESPONSE (IVR)**

Paratransit has an IVR that works in conjunction with its scheduling system. The IVR allows customers to check on the status of their trips, receive a day before reminder call for scheduled trips, and be notified when the vehicle is arriving without contacting a clerk.

- a) Customers have the option of signing up to use the IVR.
- b) Customers who choose to use the IVR will use their customer identification number and a confidential password which will allow them to access the system and customize it for their needs. If they forget their password, a clerk will assist them to recover their password or select a new password.
- c) Customers may discontinue or change their status of the IVR at any time.

## **12. DENIED TRIPS**

- a) At times paratransit is not able to provide passenger trips for the time they request them. If a passenger phones in to paratransit requesting a trip and there is no time available or the time offered is declined, the trip is considered a denial.
- b) A record of all denials is kept.

## **13. EMERGENCY CONTACT**

- a) Customers are encouraged to provide the name, address and telephone number of a person or organization that will be contacted in the event of an emergency. If the emergency contact cannot be reached, the appropriate authorities will be contacted.
- b) Emergencies may include medical emergencies involving customers or vehicle accidents.

## **14. CHANGE OF INFORMATION**

- a) Paratransit must be contacted by calling 306-777-7007 or e-mailing [paratransit@regina.ca](mailto:paratransit@regina.ca) to advise of any changes to address, name, home and business phone numbers, attendant requirements, or contacts. Paratransit must also be informed of any changes to equipment as changes may affect the type of vehicle in which a customer can ride.
- b) Paratransit may also be advised of changes by writing the:

Regina Paratransit Service  
Box 1790  
Regina SK S4P 3C8

## **IV. TRAVELLING ON PARATRANSIT**

### **1. SERVICE HOURS**

Paratransit hours of service are:

Monday to Friday	6 a.m. to 11:15 p.m.
Saturdays	7 a.m. to 12 a.m.
Sundays	8 a.m. to 7 p.m.
Public Holidays	8 a.m. to 7 p.m.

- a) Customers will not be picked up prior to the start of service hours. The last pick-up of each day is scheduled no later than one-half hour before the end of service, e.g. 10:45 p.m. Monday to Friday; 11:30 p.m. Saturday.
- b) The earliest that paratransit will pick up customers is at the time noted above, e.g. on weekdays 6 a.m.; on Saturday 7 a.m.
- c) In exceptional circumstances like special events where multiple people require service outside of service hours, paratransit may choose to extend service beyond operating hours. An example of this is Christmas Day where service will be extended into the evening.

### **2. TRAVEL LIMITS**

Service is provided within city limits. All trips outside of city limits must be taken using charter service (See Charter Service – Section III-4, page 11).

### **3. TRAVEL TIME**

- a) Travel time on paratransit is comparable to fixed route transit. Customers may be required to spend up to one hour and fifteen minutes on paratransit on any one-way trip.
- b) Paratransit is a shared ride system; therefore, direct service cannot be accommodated.
- c) Trip times will vary depending on number of customers, pick-up/drop-off time and distance of trips.

### **4. FARES**

- a) Paratransit fares are the same as fixed route transit as approved by City Council and can be found on the City of Regina website Regina.ca. R-Cards may be used interchangeably on paratransit and fixed route transit.
- b) Customers must pay the exact fare for the trip when they board. This may be paid in cash or by R-Card. Operators cannot make change for cash paying customers.
- c) Reloadable R-Cards cost \$5 and may be registered. A registered card can be replaced if it is lost or stolen and the remaining balance transferred.
- d) Cash, rides and a pass may all be loaded onto an R-Card. Customers who have a reloadable R-Card may load additional passes, rides or cash onto their card by visiting transit or a transit agent or by submitting payment to an operator. Payment must be received before an additional pass, rides or cash will be loaded onto the card.
- e) If a reloadable R-Card is not working, it will be replaced at no charge and the customer will be allowed to ride for free until it is fixed. R-Cards that are not working because they have been willfully damaged are subject to a \$5 replacement fee.
- f) Occasionally, a customer may not be able to pay when he or she gets on (e.g. lost wallet). If so, the fare may be paid when the customer arrives at his or her destination or when they take the next trip is taken.
- g) Rides and passes are sold by transit and their agents during their business hours of operation. A list of agents can be obtained by calling 306-777-7007 or by visiting the City of Regina website Regina.ca.



## **5. ATTENDANTS AND COMPANIONS**

- a) Customers may designate a person to travel with them as an attendant if additional assistance is required during the trip or at the destination. The role of the attendant is to assist the customer and not require assistance themselves.
- b) Customers must advise a clerk if they wish to travel with an attendant. One attendant is allowed to travel with a customer at no charge, if space on the vehicle is available.
- c) The attendant must travel with the customer from the start to the end of the trip.
- d) The attendant may be responsible for two or more customers.
- e) Attendants and companions can only be registered customers in special circumstances such as accompanying an individual experiencing a cognitive disability such as dementia. If the attendant is a registered paratransit customer, the person is required to pay a fare.
- f) Paratransit may require an attendant to accompany or meet a customer, based on the nature of the customer's needs. For example, paratransit may require an attendant to accompany a customer if the customer's conduct compromises the safety of themselves, other customers or operators.
- g) If space is available, an attendant is assigned a seat in the vehicle and is not allowed to stand. If no seat is available for the attendant, the customer trip will be declined, or they will be given the option of travelling without an attendant if travel with an attendant is not mandatory.
- h) If an operator arrives for a customer who must travel with an attendant and no attendant is present, the trip pick-up will be declined.
- i) If a customer must be met at a destination and no attendant is present:
  - i. The operator will escort the customer back to the vehicle and radio the clerk.
  - ii. The clerk will try to contact a member of the customer's family or caregiver to determine when arrangements can be made for the customer to be met.
  - iii. The customer may have to ride on the vehicle until plans can be made for the customer to be met by an attendant.
  - iv. If this reoccurs, the customer will be required to travel with an attendant or service will be suspended.
- j) Companions, who are friends or family members, not in the role of an attendant, may ride with a customer where space permits.
- k) Companions pay the regular fare. If space is available, a companion is assigned a seat in the vehicle and will not be allowed to stand.

- l) Attendants and companions must have the same pick-up and drop-off locations as the customer.
- m) If a customer's disability changes that he or she no longer must travel with an attendant or be met by an attendant, a written request must be filed with the paratransit administration requesting a change to the registration status.

## **6. CHILDREN ON PARATRANSIT**

### Children as Registered Customers

- a) Children may travel on paratransit as registered customers.
- b) School aged children under age 12 (including kindergarten) may travel on a paratransit vehicle without an attendant on a vehicle designated for school or a children's program. Pre-Kindergarten children must travel with an attendant.
- c) School aged children 12 and older may travel independently in public service provided they do not require assistance or supervision. If they require an attendant, one must be provided.
- d) Children under age 12 must always be accompanied by an attendant when using service not designated for school or a children's program.
- e) The child's caregiver must provide an appropriate mobility assistive device or a Canadian Motor Vehicle Safety Act (CMVSS-Sec. 213) approved child safety seat that can be safely secured in the vehicle if the child is less than 18kg (CMVSS sticker on seat). If a child safety seat is provided, the caregiver must do up the seatbelt restraints. The operator will be responsible for securing the seat in the vehicle. Children under 7 or less than 145cm or 36kg may use the integrated child safety seat provided in each paratransit bus. The caregiver is responsible for doing up the restraints.

### Children Travelling with Customers

- a) Children may travel on paratransit with registered customers but must pay a fare if five years or older and not travelling in the capacity of an attendant.
- b) Caregivers are responsible for escorting their children to and from the vehicle at the trip origin and destination.
- c) Customers travelling with children must notify the clerk when booking a trip.
- d) Children must be seated and secured with a seatbelt while travelling in a vehicle.
- e) Children less than 18kg must be secured in a Canadian Motor Vehicle Safety Act (CMVSS-Sec. 213) approved child safety seat provided by the caregiver

(CMVSS sticker on seat). The caregiver must do up the seatbelt restraints. The operator will be responsible for securing the seat in the vehicle. Children under seven or less than 145cm or 36kg may use the integrated child safety seat provided in each paratransit bus. The caregiver is responsible for doing up the restraints.

- f) If the service is required to transport a customer's child to a childcare facility prior to the start of trips, satisfactory arrangements must be made with paratransit and the childcare facility to ensure that a childcare worker will escort the child to and from the vehicle. If the caregiver wishes to escort the child into and out of the childcare facility, they will need to book an additional trip(s) for the vehicle to come back to the childcare facility to pick the child up and continue on the trip. Vehicles will not wait for the caregiver to escort the child into or out of the childcare facility. If a customer transports his or her child to a childcare facility and then continues onto work or another place of business, it will be considered two trips and the customer will be charged accordingly.

## **7. SERVICE ANIMALS**

Regina Transit allows service animals and animals with documentation from a physician stating the requirement to travel with an animal on fixed route transit and paratransit. Pets are also allowed on transit and paratransit provided they are in a closed carrier.

- a) All customers requiring the use of a service animal are permitted to bring the animal on fixed route transit and paratransit. No additional fee will be charged for bringing the service animal on the vehicle.
- b) Customers with service animals who have been trained through an accredited program where the animal is identifiable through a working harness, do not need to provide documentation unless an issue arises related to the animal's behavior.
- c) Customers with service animals or emotional support animals that are not identifiable (e.g. dog or cat on a leash) will be required to apply to bring their animal on fixed route transit and paratransit. Customers will need to;
  - i. Fill out a form requesting permission to travel with a service animal (available on Regina.ca or by calling 306-777-7726).
  - ii. Provide a note from a physician stating the requirement for a service animal. (The note should not disclose information related to the person's disability, the reason why the animal is required or the tasks the animal will be performing.)
  - iii. Provide a note from a veterinarian verifying that the service animal's vaccinations are up to date.
  - iv. Provide an up to date picture of the animal by emailing it to [reginatransit@regina.ca](mailto:reginatransit@regina.ca).

- v. If available, provide certification indicating any training the animal has received.
- d) Customers who complete the application process outlined in (3 above) will be required to provide the documentation in person, by mail, by e-mail to [reginatransit@regina.ca](mailto:reginatransit@regina.ca) , or fax (306-949-7211) to the Transit Department located at 333 Winnipeg Street, Regina, SK S4P 3C8 (open Monday-Friday 8:00 a.m-4:45 p.m.). If approved, the customer will be provided with an identification card that can be shown to the operator which will allow them to ride without having the service animal questioned.
- e) All customers travelling on fixed route transit and paratransit are required to ensure that their service animal's vaccinations are up to date.
- f) Service animals are not permitted to urinate or defecate on the vehicle. If the animal does urinate or defecate on the vehicle, it will be the customer's responsibility to clean up.
- g) All customers travelling on fixed route transit and paratransit must ensure that their service animals are kept in control and well behaved. Customers that are unable to control the behavior of their animal where other customers or the operator's comfort or safety is compromised, may be restricted from having their service animal accompany them on fixed route transit and paratransit. Examples of unacceptable behaviour include; allowing the animal to wander or interfere with other customers or the operator, excessive barking, and growling.
- h) All customers travelling with a pet must ensure that the animal is transported in a closed carrier and can be managed by the customer without operator assistance.
- i) Customers must advise that they will be travelling with a service animal or pet when booking their trips so paratransit can ensure space is available on the vehicle. If a customer will always be travelling with a service animal, a note can be put on the customer's file and the person will not need to declare that they will be travelling with a service animal every time a trip is booked.
- j) Service animals that are not in a carrier are not permitted to ride on the lift with customers for safety reasons. Prior to loading or unloading, the operator will escort the animal up and down the stairs and ensure that the animal is secured.

## **8. SEATBELTS**

- a) All customers travelling on paratransit vehicles must be seated and secured using seatbelts. Operators will ensure that ambulatory customers use lap belts.

operators will ensure that customers seated on mobility devices such as wheelchairs/scooters will be secured using a four-point tie down on their device and lap and shoulder belt, except where there is a prior written exemption agreement between paratransit and the customer or the customer's guardian, where applicable.

- b) Customers using scooters may have the option of transferring off their scooter and sitting in an ambulatory seat if space exists on the vehicle and their mobility makes it safe to do so. The scooter will be secured by the operator using a four-point securement system.
- c) Customers with a tray on their wheelchairs will be issued one lap and shoulder belt at the City's expense. These belts must be in place when the operator comes to pick the customer up. If a seatbelt breaks due to wear and tear, the City will replace the belt, or pieces of the belt, at no cost to the customer. Customers will be charged for a new lap and shoulder belt if it is lost or purposefully damaged.
- d) In addition to the seatbelts provided by the City, customers using wheelchairs and scooters must have a seatbelt attached to their mobility device. This personal seatbelt must be fastened prior to pick-up and kept fastened until through the destination entrance door. The operator will not assist with fastening and unfastening the seatbelt.
- e) Customers may obtain seatbelts through equipment suppliers. The supplier may be able to install the seatbelt. If a customer does not have the required seatbelt, then they will be given one month to obtain one. If after one month, the customer does not have the required seatbelt, service will be refused.
- f) Children less than 18kg must be secured in a Canadian Motor Vehicle Safety Act (CMVSS-Sec. 213) approved child safety seat provided by the caregiver (CMVSS sticker on seat). The caregiver must do up the seatbelt restraints. Operators will be responsible for securing the seat in the vehicle.

## **9. DESIGNATED DOORS**

Paratransit provides trips to and from specific doors at shopping centres, hospitals and recreation sites. Customers will be advised of the door they will be picked-up and dropped-off at. If required for medical reasons, customers may request an alternate door.

## **10. FOOD AND DRINK ON VEHICLES**

- a) Customers may consume food and non-alcoholic drinks on paratransit vehicles.
- b) Customers are responsible for the safe handling of food and beverages.

- c) All garbage will be removed by customers consuming food and drink when exiting the vehicle.

## **11. EQUIPMENT AND PARCELS**

- a) Parcels transported on vehicles are limited to the amount that customers and their attendants can carry and must be safely stowed on the vehicle. Operators will assist ambulatory customers with a maximum of one bag of goods.
- b) Paratransit has no storage space for luggage and equipment. These items may not be carried unless customers are being transported to or from the Regina Airport or out of town bus pick-up locations.
- c) Customers may not take any items that require storage or take up an additional seating location. The exception is customers who require an extra mobility device such as a walker to attend work, day or therapy programs.
- d) Customers needing to travel with oxygen tanks may do so but are required to have them secured on the vehicle. The operator will secure the oxygen tanks on the vehicle using securement equipment.
- e) Paratransit will only transport mobility devices such as wheelchairs or scooters if they are occupied by customers. The only exception is people using scooters transferring to an ambulatory seat.
- f) Customers who are unsure about the equipment or parcels that may be transported on paratransit, may contact the booking line at 306-777-7007.

## **12. LOST, FOUND AND DAMAGED ITEMS**

- a) Paratransit is not responsible for any items that are lost or stolen on vehicles. Customers are responsible for all personal items in their care and control that are damaged while travelling on paratransit.
- b) If a customer realizes immediately after leaving a vehicle that an item has been left in the vehicle, they should call the booking line number (306-777-7007). The clerk will have the operator check for the item at their next stop.
- c) When an item is lost or forgotten on a vehicle, Service Regina should be called (306-777-7000) to advise them of the time and date the item was lost. If possible, the specific vehicle the customer was travelling in should be noted (All vehicles are identified by numbers). Vehicles are inspected daily for lost items during clean up.
- d) Customers are responsible to have the item picked up.

### **13. SNOW REMOVAL**

- a) Customers are responsible to have their sidewalks, ramps and steps free of snow and ice when the operator comes to pick customers up. Paratransit cannot operate with the delays and risk of injury presented by snow and ice-covered steps and walks.
- b) In extreme circumstances where operator or customer safety is at risk, the operator may refuse to transport customers until the snow or ice is cleared.
- c) If City graders have left snow piles in front of sidewalks that make it difficult for customers, arrangements may be made with the City for snow removal. Service Regina (306-777-7000) may be called to request removal of the snow. Addresses are checked to ensure that this service is only provided to registered customers.

### **14. TRANSFERS BETWEEN VEHICLES**

- a) On occasion, customers may be transferred from one vehicle to another. The transfer will allow better scheduling of trips.
- b) Due to emergencies or other circumstances, vehicles may be running late on their routes or may have to leave the scheduled routes. In these situations, customers on the vehicles may be transferred to another vehicle. Transfers may also be used for groups where a large number of people are picked up at one location but have to go to places that are quite far apart.
- c) The clerk may designate the transfer location or may request the operator of the two vehicles to arrange the transfer point.

## **V. OPERATOR AND CUSTOMER RESPONSIBILITIES**

### **1. OPERATOR RESPONSIBILITIES**

- a) Operators will transport customers in a safe, professional and courteous manner, and will follow all comments and instructions noted on the customer's trip.
- b) Operators will transport customers as safely, conveniently and lawfully close as possible to an accessible door. To minimize the amount of noise and fumes, when weather permits, vehicle engines will be turned off during customer pick-up or drop-off.
- c) Operators will not drive onto private single dwelling residential driveways or parking locations where backing the vehicle is required.

- d) When picking-up and dropping-off customers at public locations or multi-residential units, operators will avoid locations where backing the vehicle is required.
- e) Operators will knock on the door or ring the doorbell when they arrive at private homes. When they arrive at public buildings, they will enter the building and identify themselves as operators and call out the person's name they are picking up. Operators will display photo identification at all times.
- f) Operators collect fares from each customer and any companions. Attendants ride for free.
- g) Operators will assist customers, 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 operator will assist customers through an entrance door which allows customers to be left in a heated part of the residence. Unheated porches, covered decks and/or garages are not acceptable locations to leave customers. In other than private residences, operators will assist customers to and from a heated lobby or designated waiting area that is reasonably close to the outer accessible entrance door. Customers will not be left between a set of double entrance doors even when there is heat between the set of double doors. When a customer must be met by an attendant, the operator will ensure that verbal and visual confirmation is received with the attendant prior to dropping the customer off.
- h) If a customer's residence has a lift, the operator will assist in operating the lift if the customer is unable to use it on their own. The operator is not responsible for any damages related to operating a home lift.
- i) Operators will not lock or unlock any doors at pick-up or drop-off locations.
- j) Operators will only leave customers outside if they are travelling to a destination which does not have a building such as the Farmer's Market or a park.
- k) Operators will push customers who use manual wheelchairs from inside the first accessible door to the vehicle if the customer does not wish to propel the wheelchair themselves. They will help customers onto the lift, apply brakes on the wheelchair, and fasten the safety straps before starting the lift. Operators will move customers to a wheelchair location on the vehicle, fasten brakes on the wheelchair, and secure the chair with wheelchair restraints and with a lap and shoulder belt. This is done in reverse when the destination is reached. All customers with mobility devices such as wheelchairs and scooters must have working brakes.
- l) Customers who use a motorized wheelchair or scooter may be required to position it on the lift. Operators will move the motorized wheelchair or scooter using the controls only if the customer is unable to do it safely themselves. Operators will ensure the device is turned off and fasten safety straps before



starting the lift. They will direct customers to a location and secure the wheelchair or scooter with wheelchair restraints and the person with a lap and shoulder belt. This is done in reverse when the destination is reached.

- m) Operators will not transfer customers into and out of their mobility devices. Customers using a mobility device (except those using scooters) must remain in their device for the duration of their trip and are not allowed to transfer to an ambulatory seat on the vehicle. People using scooters who wish to transfer to an ambulatory seat on the vehicle must do so independently.
- n) Customers using mobility devices must ride the lift with their back to the vehicle.
- o) Operators will escort customers who are ambulatory from inside the first accessible door to the vehicle. Operators will assist ambulatory customers including those using walkers up and down multiple exterior stairs. Operators will carry the walker up and down the steps if required. Operators will help customers into the vehicle, show them to their seat, and help them with their seatbelts. If customers need to use the lift, operators will ride it with them for their safety. This is done in reverse when the destination is reached. Operators will also assist ambulatory customers with carrying one bag of goods.
- p) Operators will ensure that all oxygen tanks and walkers are secured and personal items/bags of goods are safely stowed while travelling on paratransit.
- q) Operators may refuse to transport customers where a safety concern exists such as a ramp or walkway that is unsafe (e.g. ramp too steep or in disrepair, or broken pavement). If this occurs, a report will be provided to the paratransit administration who will investigate the incident. Customers will be advised of actions they must take, if any, to eliminate the safety hazard.
- r) Operators may refuse to transport customers with broken mobility devices where the safety of the operator, customer or other customers may be compromised. If this occurs, a report will be provided to the paratransit administration who will investigate the incident. Customers will be advised of actions they must take, if any, to eliminate the safety hazard.
- s) Operators will not leave vehicle doors open unnecessarily when the weather is cold to ensure that the vehicle remains warm.

#### Movement of Customers Using Manual Wheelchairs Up and Down a Step

- a) The Operator pushes customers using standard manual wheelchairs from the first accessible door to the vehicle. This will include moving the mobility device up or down a step at the pick-up and drop-off location. One step does not include the sidewalk curb or door threshold.
- b) Operators will not assist customers up or down any step where it may be unsafe for them or any other person. Conditions that may create an unsafe environment include but are not limited to: unusual characteristics, the weight of

the chair and/or customer, the condition of the step due to structure, maintenance or weather.

- c) If the trip has been refused by the operator at the customer's residence, the operator will advise the clerk of the problem and the customer will be left at the residence. The situation will then be investigated as soon as possible by Paratransit Administration. Customers will be advised of actions they must take, if any, to eliminate the safety hazard. In the interim, paratransit will transport the customer if someone is present to move the customer up or down the steps.

### Safety of Customers on Vehicles

- a) Operators will ensure the safety of customers when unattended on the vehicle by following the guidelines set out below for single trips and multiple trips:
  - i. A single trip is one customer being picked up at a private address. If the operator can see the customer from the vehicle, the operator may open the door, lower the lift and proceed to greet the customer. If the customer is not in sight of the operator, the door will remain closed and the lift will not be lowered until after the customer is escorted to the vehicle.
  - ii. A multiple trip is two or more customers with one pick-up or one drop-off location. If multiple pick-ups are at recurring locations where customers are out of sight, the operator may leave the door open and lift down for subsequent customers if the vehicle is parked at the front entrance. At locations where the vehicle is not at the front entrance and is out of sight of the operator, the operator must close the door and raise the lift after subsequent customers.

## **2. RESPONSIBILITIES - CUSTOMERS**

Customers are required to:

- a) Be ready 10 minutes prior to the scheduled pick-up time.
- b) Keep pets under control prior to the operator arriving.
- c) Keep steps and walkways clear of snow and ice.
- d) Have the fare ready when the operator arrives.
- e) Drive mobility devices in a safe manner.
- f) Stay seated with their seatbelt fastened until the vehicle stops.
- g) Listen to the operator when getting on and off the vehicle.

- h) Wear proper clothes and footwear for the weather, unless an exception must be made for medical reasons.
- i) Not recline their motorized wheelchair unless an exception must be made for medical reasons.
- j) Speak with respect and not swear or use abusive words when speaking with operators, other customers and clerks.
- k) Not smoke in the vehicle including e-cigarettes.
- l) Not use scents such as aftershave and perfumes.
- m) Not use alcohol, cannabis, or non-prescription drugs in the vehicle. All alcohol and cannabis being transported must be closed and out of sight.
- n) Not touch the equipment in the vehicle.
- o) Not transport any hazardous materials.
- p) Not sell or pass out information without the approval of paratransit.
- q) Not touch other customers and operators.

Customers not adhering to the above may be subject to suspension of service.

## **VI. EMERGENCIES**

<b>1. EMERGENCIES</b>
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- a) In an emergency, the safety and well-being of customers will be the first priority.
- b) Emergencies may include but are not limited to: medical incidents involving customers, intruders on the vehicle, accidents or fire in the vehicle.
- c) Operators can request 911 assistance through their radio if needed. The operator will use the emergency button to advise the clerk of the nature of the emergency. If required, the clerk will contact 911 on the operator's behalf and/or arrange for another vehicle and the transfer of customers.
- d) In a medical emergency, dependent on the circumstances, the clerk may advise the operator to take the customer to the emergency at the closest hospital. The clerk will phone ahead to the hospital to advise that the vehicle will be arriving.
- e) Also see Vehicle Difficulties – Section VII-4, page 28.

## **2. EMERGENCY SERVICE REQUEST**

- a) Paratransit is not an emergency medical service. If a customer is experiencing an emergency, 911 must be called.
- b) Any requests for emergency service will be declined by the clerk.

## **3. INCLEMENT WEATHER CONDITIONS**

The Transit Department has the discretion to temporarily discontinue or modify service in the case of severe weather conditions where customer or operator safety may be compromised. In these circumstances, no new trips will be provided and every attempt will be made to provide return trips as scheduled. Customers will be contacted by paratransit accordingly.

# **VII. VEHICLES**

## **1. VEHICLES**

- a) The City owned fleet of vehicles includes lift-equipped small buses.
- b) The City may modify the vehicles it uses to provide paratransit service at any time.
- c) Taxis may also be used to provide paratransit trips (See Taxis – Section VII-2, page 27).
- d) Paratransit vehicles equipped with lifts are restricted to the following; 34 inches by 54 inches lift dimensions, 1000lb weight limit on the lift, and 500lb weight limit on the seats. Customers and their mobility devices must not exceed any of the above weight and size restrictions.

## **2. TAXIS**

- a) Paratransit may use taxis to provide a limited number of trips based on budget availability.
- b) Both taxis for ambulatory customers and those using mobility devices may be used.
- c) Taxis will charge paratransit the meter rate for each trip and bill the City directly.
- d) Customers cannot request a taxi for their trip.
- e) Customers needing intensive assistance such as those travelling with an attendant and those who must be met by an attendant, are not eligible for taxi

trips since paratransit cannot ensure the same service standards related to escorting customers.

- f) Paratransit may move a trip scheduled on a taxi to a bus and vice versa. Customers who are eligible to use taxis are expected to watch out for both types of vehicles.

### **3. CAMERAS ON VEHICLES**

All paratransit vehicles are equipped with a camera surveillance system which records the interior and exterior of the vehicle. This ensures the safety of customers, operators and the vehicles.

- a) The use of cameras is governed by the “Transit Surveillance Operational Policy.”
- b) All vehicles with a camera system will be identified with signs on the vehicles.
- c) Camera footage is kept on file in the vehicle for 10 days and cannot be viewed live.
- d) Camera footage will only be viewed by an authorized person if an incident or an accident occurs.
- e) All personal information that is collected is done so in accordance with *The Local Authority Freedom of Information and Privacy Act* (The LAFOIPP Act).

### **4. VEHICLE DIFFICULTIES**

- a) Vehicles may have mechanical problems or become detained while in service. If so, paratransit will strive to resolve the situation as quickly as possible and customer comfort and safety will be the primary concern.
- b) If a vehicle has mechanical difficulty, the operator will call the clerk immediately. If difficulty is minor and the vehicle is still safe for use, the vehicle will continue its route. If the difficulty is major, another vehicle will be sent immediately, and customers will be transferred. Other vehicles in service that day will be used, or an additional vehicle will be called into service.
- c) When a vehicle gets stuck, the operator will call the clerk immediately to arrange for the transfer of customers onto another vehicle. If this is not possible, an additional vehicle will be sent immediately by the contractor to facilitate the transfer.
- d) If cold weather conditions exist, the operator will provide emergency blankets to customers while they wait to be transferred.
- e) If the delay in getting customers to their destination is excessive, the emergency contact will be called by the clerk.

- f) If the health or safety of any customer is at risk, the vehicle may be evacuated, and emergency services will be contacted to assist.

## **VIII. CUSTOMER FEEDBACK**

### **1. COMMENTS, COMPLAINTS AND COMPLIMENTS**

- a) Complaints, compliments or service issues may be registered by phoning Service Regina at 306-777-7000. The customer service representative will record all of the details of the issue. Complaints or compliments can also be filed on the City of Regina website [Regina.ca](http://Regina.ca).
- b) Customers, or someone on their behalf who is reporting the complaint, should gather as much information as possible about the issue. Information such as the date and time of the problem, pick-up and drop-off location and the vehicle number are helpful.
- c) All issues are fully reviewed by the Paratransit Administration and a record and statistics of all complaints are kept.
- d) Customers will be contacted with a response to their complaints if they make the request and provide callback information.

**Paratransit Standard Operating Procedures  
City of Regina and Contractor**

## **Paratransit Standard Operating Procedures City of Regina and Contractor**

1. Difficulties Experienced with Handheld Fare Collection Devices
  - a) *Procedure - Changing out a Handheld that is not Working*
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2. Difficulties Experienced with Computer System and GPS
  - a) *Procedure - Computer System Experiencing Difficulties*
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3. Communications Between City and Contractor
  - a) *Procedure - City and Contractor Communication Protocol*
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  - a) *Procedure - City Customer Follow-up*
  - b) *Procedure - Contractor Customer Follow-up*
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5. Fleet
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6. Emergency Services
  - a) *Procedure - Emergency Process*
  - b) *Procedure - Emergency Contact from the City of Regina to Contractor*
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7. Arrival Times at School & Programs

*Procedure – Arrival times at school & programs*
  
8. Ensuring all Customers are Dropped-off at Appropriate Locations

*Procedure - Customer Drop-offs*
  
9. Customers Experiencing Postural Difficulties on the Vehicle

*Procedure - Customers experiencing Postural Difficulties on the Vehicle*



10. Wascana Rehabilitation Centre (WRC) Drop-offs that Require an Attendant
  - a) *Procedure - Drop-offs at Wascana Rehabilitation Centre that Require an Attendant*
  - b) *Procedure - School-Aged Children Respite Drop-offs at Wascana Rehabilitation Centre (All Require an Attendant)*
  
11. Email Requests  
*Procedure - Processing Email Requests*
  
12. Charter Runs and SP Runs
  - a) *Procedure - Charters*
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13. Radio and MDC Protocol  
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14. Transporting Service Animals  
*Procedure - Transporting Service Animals*
  
15. Use of Ring Road  
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16. Operator Changes and Vehicle Switch Out  
*Procedure - Operator changes and vehicle switch out*
  
17. Drivers Returning Early to Contractor at Shift End  
*Procedure - Driver Returning to Contractor at Shift End*
  
18. Issuing Charges for Agreement Violations  
*Procedure - Issuing Charges to Contractor related to Agreement Violations between the City and Contractor*
  
19. Reconciling Billing Hours for Invoicing  
*Procedure - Reconciling Billing Hours for Invoicing*
  
20. Customers Experiencing Difficulties with their R-Cards  
*Procedure – Assisting Customers Experiencing Difficulties with their R-Card*

## **1. Difficulties Experienced with Handheld Fare Collection Devices**

### ***a) Procedure - Changing out a Handheld that is not Working***

1. Operator identifies that the handheld fare collection device is experiencing difficulties.
2. Operator contacts Contractor supervisor to discuss the concern.
3. Supervisor provides advice and operator follows direction to determine if the problem can be resolved while in service.
4. If it is determined that the handheld cannot be fixed, the Contractor supervisor will arrange to change out the device within two hours of the initial report of the problem. In the event that there are multiple failures of devices this will not apply.
5. The operator will manually record all fare transactions until such time that the handheld is replaced.
6. The Contractor supervisor will note the problem on the handheld and send an email to City outlining the issue.

### ***b) Procedure - Exchanging a Handheld with the City of Regina***

1. Contractor supervisor will notify the City designate through email that a handheld requires repair the same day that the concern was reported and will describe the concern in detail.
2. The supervisor will deliver the handheld to the City or send the handheld in the locked cash box for repair.
3. A City designate will supply Contractor with a replacement handheld.

## **2. Difficulties Experienced with Computer System and GPS**

### ***a) Procedure - Computer System Experiencing Difficulties***

If the paratransit computer system is experiencing difficulties:

1. Dispatch will alert the Business Solutions Specialist, Paratransit Coordinator and/or Senior Paratransit Clerk of the problem if the concern arises during their typical work hours.
2. If the Business Solutions Specialist, Paratransit Coordinator or Senior Paratransit Clerk cannot resolve the problem or the issue occurs outside of normal work hours, dispatch will refer the problem to the City Technology and Digital Innovation (TDI) Department for resolution.
3. Dispatch will alert the Contractor manager of the problem via email (preferred), cell phone or radio.
4. City TDI will provide dispatch the approximate time that is required to resolve the problem.
5. Dispatch and call centre staff will manually record all requests for trips and advise customers that their calls will be returned as quickly as possible.

6. If it is expected the problem will be corrected within 2 hours, dispatch will radio the affected blocks to confirm pick-ups and drop-offs.
7. Operators will keep a written record of trip information provided and will manually record pick-up and drop-off times.
8. If it is determined that the system will be down for an extended period of time, arrangements will be made by dispatch with the Contractor supervisor to distribute paper manifests.
9. Dispatch will print paper manifests will be picked-up by the Contractor supervisor who will distribute them to the affected blocks of work.
10. Where there is no effect on customer trips, the Contractor supervisor may request dispatch to route particular blocks to pick-up manifests at the Contractor's premises or 333 Winnipeg Street.
11. At the end of the day's runs, operators will return paper manifests to the Contractor supervisor, who will return them to the City where they will be confidentially shredded.

***b) Procedure – GPS on mobile data computer not working***

1. Dispatch will notify operator that GPS is not working on a particular vehicle.
2. Operator will try to determine what may be preventing the GPS from transmitting.
3. If it is determined that the GPS signal cannot be corrected, the Contractor supervisor will arrange to change out the vehicle.
4. The Contractor supervisor will have Contractor maintenance determine if the problem can be fixed.
5. The Paratransit Coordinator and dispatch will assist Contractor in determining if the GPS signal has been reinstated.
6. If it is determined that the Mobile Data Computer hardware (MDC) is at fault, Contractor maintenance will contact City management about having the faulty component replaced.

**3. Communications between City and Contractor**

***a) Procedure – City and Contractor Communication Protocol***

Operators may contact City dispatch and dispatch may contact operators via canned message (preferred), or radio regarding operational concerns such as:

- Lost property
- Road and weather conditions
- Customer attendants
- Cancellations and no shows
- Requests to change pick-up and drop-off orders
- Requests to use ring road
- General route, trip and manifest questions including change of address
- Out of service vehicles

Operators will refer customer concerns to their supervisor who will forward it to the Contractor manager for follow-up by City management.

Contractor manager or supervisors may contact dispatch via email at [paratransit@regina.ca](mailto:paratransit@regina.ca) (preferred) or radio or telephone (sensitive customer issues) regarding operational issues such as:

- Requesting a copy of a manifest
- Advising of a vehicle breakdown or vehicle switch out
- Advising of customer concerns which may affect their ability to take their trip
- Unsafe pick-up and drop-off conditions
- Injury or accident

Dispatch may contact a Contractor manager or supervisor via email or radio or telephone (sensitive customer issues) regarding operational concerns such as:

- Inability to contact an operator via radio or mobile data computer
- Injury or accident
- Customer concerns such as attendants, incorrect location

In the event a customer is refused transportation or there is an escalated concern the Contractor supervisor will notify Contractor management and City management will be notified via email or phone. Contractor manager and supervisors are also required to fulfill all communication requirements as outlined in the Agreement between the City and Contractor.

### ***b) Procedure – City of Regina to Contractor Request for Information***

1. The City of Regina requests information for operational purposes via email (i.e. run timing, radio communication concern, information request about a customer etc).
2. The email request will be directed to the Contractor manager as well as carbon copy to other Contractor designates as required.
3. All inquiries and request for information will be responded to by Contractor during the hours of 0530-2300 Monday to Friday.
4. Contractor manager or designate will respond via email within 72 hours.

## **4. Customer Communications and Follow-up**

### ***a) Procedure - City Customer Follow-up***

The City is required to conduct follow up anytime a customer concern, compliment or comment has been received.

1. The City will follow-up on all concerns, compliments or comments received by customers or citizens regarding the paratransit service.

2. Contractor will refer all concerns, compliments and service comments received to the City for review and statistical purposes.
3. The City will directly follow-up on all issues related to booking, scheduling or policy.
4. The City will refer all operations and maintenance concerns, compliments and comments to Contractor via email. The email subject line will contain the word "complaint" and will include the date, time, and block number where applicable. Typically, the email will be sent by the Manager of Paratransit and Accessibility or Paratransit Coordinator so that Contractor can ensure follow-up is conducted in accordance with contractual obligations.
5. The email will be directed to the Contractor manager with copy to Contractor designates.
6. The information forwarded by the City to the Contractor regarding the complaint will contain detailed information including the date, time and block number and description of the incident. Where applicable, manifest and/or GPS information will be provided to Contractor. The City will only provide personal customer information if permission is obtained by the customer.
7. All email correspondence between the City and Contractor will contain previous email discussion related to the incident.
8. Contractor will follow-up directly with customers only if permission is obtained from the customer as the City cannot supply Contractor with a customer's personal information.
9. Contractor will provide the City with a written response to complaints within 48 hours of their being received as per the Agreement between the City and Contractor.

***b) Procedure - Contractor Customer Follow-up***

The Contractor supervisors are required to attend incidents such as:

- Customer injuries or accidents
  - Ramp or lift concerns
  - Parking or access concerns
  - Behavioral issues
  - Altercations between operator and customers
  - Mobility assistive device concerns
1. As a part of road supervision, Contractor supervisors are required to provide support to operators encountering difficulties with customers.
  2. Where appropriate, Contractor supervisors may refer information to dispatch or City and Contractor management if further follow-up is required. Where possible this information should be submitted in writing.
  3. The City will advise Contractor of the outcome after contact has been made with the customer. The response will be sent to the sender of the email and whomever else is copied.

### ***c) Procedure - City and Contractor Joint Customer Follow-up***

Where an incident has become escalated, and both scheduling and operations are involved, the customer may request the City and Contractor to conduct the follow-up together by being at the same meeting, location or interview. When scheduling and operations are impacted the City and Contractor will jointly work together to determine a solution.

## **5. Fleet**

### ***a) Procedure – Resolving a Dispute related to the Responsibility of the Cost of the Repair***

Should a disagreement arise regarding whose responsibility covering the cost of the repair is, the City and Contractor management will enter into discussions to resolve the concern.

1. Contractor will send all repair invoices to the attention of the Manager of Paratransit and Revenue Services.
2. The Manager of Paratransit and Revenue Services will provide copies to the invoices to the Paratransit Coordinator and Manager of Transit Fleet Maintenance for review.
3. If there is a discrepancy found, the Manager of Paratransit and Revenue Services will notify the Contractor.
4. The City and Contractor will enter into discussion with regards to the item and determine if the item is something outside the scope of the Agreement.
5. The determining factors in deciding who is responsible for payment will be based first on Agreement language.

### ***b) Procedure – Initiating Fuel Codes for New Contractor Employees***

If a new fuel code is required for a new Contractor employee:

1. Contractor manager emails the Manager of Paratransit and Revenue Services and advises of the need to initiate a new fuel code and provides the name of the employee.
2. The Manager of Paratransit and Revenue Services advises the City's Fuel Officer of the need to create a new fuel code for the employee.
3. Once the code has been initiated, the Manager of Paratransit and Revenue Services will notify the Contractor's manager of the new fuel code numbers.

### ***c) Procedure - Alternate Fueling Location***

If a difficulty with fueling at the City yard located at (5<sup>th</sup>&Albert) occurs at both fuel islands:

1. The operator will proceed to an alternate fueling location to fuel the vehicle.

2. A Contractor supervisor will notify the City management by email of the details of the problem including the time and date of the occurrence.
3. Contractor will invoice the City for the cost of the fuel and 20 minutes additional travel time. The invoice provided will be separate from the monthly service hour invoice.

#### ***d) Procedure – Requesting a Vehicle for Inspection***

The Manager of Transit Fleet Maintenance may request a City-owned paratransit vehicle for inspection at any time:

1. The Manager of Transit Fleet Maintenance will email a request to the Contractor's management and Contractor's maintenance staff advising that the City intends to take a vehicle out of service for inspection. The Manager of Paratransit and Revenue Services and Paratransit Coordinator will be copied on the email. The City will provide 24 hours notice and will take no more than one vehicle out of service at a time.
2. The City will pick the vehicle up and return it to Contractor's premises.
3. Any concerns that arise as a result of the inspection will be followed-up with Contractor management and Contractor maintenance staff.

## **6. Emergency Services**

### ***a) Procedure - Emergency Process***

From time to time the Regina Paratransit Service may be called upon to assist in the event of an emergency.

#### **Within Service Hours**

1. If the emergency occurs Monday to Sunday during service hours the Manager of Paratransit and Revenue Services or designate will be notified. The party coordinating the emergency response will provide instructions regarding the requirement for paratransit vehicles.
2. A call will be made to the Contractor's manager or designate advising her or him of the situation and requesting that all spare vehicles be sent to the location immediately.
3. City dispatch will be directed to move, cancel or postpone all designated trips to enable as many vehicles as possible to attend the situation.
4. The City paratransit call centre will stop all bookings and all resources will be directed to deal with the situation at hand.

## Outside Service Hours

1. If the emergency occurs outside service hours, the Manager of Paratransit and Revenue Services or designate will be notified. The party coordinating the emergency response will provide instructions regarding the requirement for paratransit vehicles.
2. A call will be made to the Contractor manager or designate advising them of the situation and requesting as many vehicles they have operators for be sent to the location immediately.
3. If required, the Manager of Paratransit and Revenue Services or designate will arrange for staff to be brought into the call centre to coordinate vehicles.
4. City dispatch will be directed to move/cancel all upcoming trips to enable as many vehicles as possible to attend to the situation.
5. The City call centre will stop all bookings and all resources will be directed to deal with the situation at hand.

Throughout the emergency, Contractor will provide the City designate with communication updates. The City designate will relay updates to the Director of Transit and Fleet and others as required.

The Contractor will be reimbursed by the City for all costs related to assisting with the emergency.

### ***b) Procedure - Emergency Contact from the City of Regina to Contractor***

1. The City of Regina has been made aware an emergency has occurred.
2. Communication from the City to the Contractor should be as follows:

Contact Name	Cell Number	Office Number	Email
Road Supervisor			
General Manager			
General Office			

### ***c) Procedure – Emergency, Injury, Incident or Accident Contact from Contractor to the City of Regina***

1. Contractor has been made aware an emergency, accident, injury or incident has occurred.
2. Within a few minutes of the occurrence of the incident, communication from the Contractor to the City must occur by phone or email. Either the manager of Paratransit and Revenue Services or Paratransit Coordinator must be contacted as well as Dispatch. The Manager of Paratransit and Revenue Services receives ALL Contractor



contact on weekends and evenings unless there is an emergency and cannot be reached or another person has been designated. Contact information below:

Contact Name Number	Time and Date Specific	Cell Number	Office Number	Home
Manager of Paratransit and Accessibility Revenue Services	Monday to Friday 0800-1700, Weekends and Holidays			
Paratransit Coordinator	Monday to Friday 0800-1645			
Dispatch	Anytime			

3. This will be followed-up with a written report outlining the time, location, date, block number and circumstances of the occurrence within two hours of the incident occurring.
4. Once the incident, injury and/or accident has been fully investigated a secondary report summarizing the findings must be provided. Where the injury or accident was deemed to be preventable, the Contractor must provide a plan of how it intends to prevent this type of injury or accident from reoccurring.

#### ***d) Procedure – Contacting 911***

Paratransit may be called on to assist in an emergency. 911 may need to be contacted when an operator encounters; an accident, an injury or sudden illness; a violent incident, fire, vandalism or any other type of serious incident. (Procedure format approved by the Regina Police Service).

1. Contractor operator either notifies City dispatch via the two way radio to contact 911 on their behalf or the operator contacts 911 directly using their two-way radio. If the operator contacts 911 directly, dispatch must be made aware that the operator is dealing with an emergency.
2. If dispatch has contacted 911 on the operator's behalf, dispatch instructions will be for the operator to dial the vehicle radio to 911 and speak directly with the emergency dispatcher.
3. Paratransit dispatch will move any customers on the run to free up the operator. If there are customers on board, depending on the emergency, dispatch will arrange to get them off the vehicle.
4. Contractor supervisor needs to be advised of the emergency by the operator with the operator's location and that they are on line with Emergency Services.
5. Contractor Supervisor or Manager must make Manager of Paratransit and Revenue Services or Paratransit Coordinator aware of the situation immediately.

### ***e) Procedure - Missing customer***

In the event of a missing customer, City and Contractor staff dealing with the situation need to take into account factors such as the amount of time that has elapsed since customer was last seen, weather conditions, type of disability, location and caregiver concerns. Decisions made regarding the situation may require a more immediate response by the Regina Police Service.

#### **City or Contractor is made aware of a missing customer.**

1. Whoever is notified first shall notify the other party immediately (Contractor supervisor or City dispatch) of the occurrence. A detailed description of the lost person will be compiled and will include details such as sex, height, hair colour and description, weight and clothing. The caregiver may assist in providing the description details.
2. City dispatch will direct the last operator to have contact with the missing person to return to the location where he or she was dropped off.
3. The Contractor supervisor will meet the operator at the location and inquire with those at the location as to the whereabouts of the customer.
4. City dispatch will establish contact with the customer's caregiver and provide ongoing updates regarding the situation.
5. If the person is located, City dispatch will be notified and the person will be returned to the location specified by the caregiver.
6. If the customer cannot be located quickly, City dispatch will contact the Regina Police Service and advise them of the situation.
7. City dispatch and the Contractor supervisor will follow instructions provided by the Regina Police Service.
8. The Contractor supervisor will notify and provide a detailed written report regarding the situation to the Contractor manager which will be forwarded to the Manager of Paratransit and Revenue Services.
9. City dispatch will notify and provide a detailed written report regarding the situation to the Manager of Paratransit and Revenue Services and Paratransit Coordinator.

### ***f) Procedure – Stranded Customer or Citizen***

City of Regina conventional transit and Contractor paratransit operators will provide assistance if a citizen is encountered who is in distress. Factors that may affect the response include weather, use of a mobility device, time of day, location and the health of the person.

In situations when a person requires medical attention, Emergency Services 911 will be called and will determine if it is an Emergent or Non-Emergent EMS assist. EMS will dispatch assistance according to their assessment of the circumstances.

In situations where medical attention is NOT required, the Fire Emergency Communications Centre (ECC) will be contacted directly to reduce unnecessary traffic on the 911 phone system. In the event that the Fire ECC cannot assist because its resources are dedicated elsewhere, the call will be redirected to Emergency Services 911.

### **Conventional Transit Vehicle Operator guidelines:**

#### Person Using a Mobility Device

1. Operator encounters a person using a mobility device who is stuck (e.g. snow or dead battery etc.).
  - Operator contacts transit dispatch and a Transit Service Officer (TSO) to advise of the situation.
  - If the TSO and operator assess that the mobility device can easily be moved onto the conventional transit vehicle, the TSO and operator can assist the customer if physically able.
  - If the device is large or heavy and is difficult to move, the Fire ECC will be contacted directly so assistance can be provided to move the device. When available, Fire ECC will select the appropriate in-district apparatus to assist with loading. If assistance is required to drop-off in a district other than where the call for service originated, a new apparatus will be selected by ECC personnel.
2. If the person is injured or unwell, Emergency Services 911 will be contacted and an ambulance will be used to transport them to the hospital.
  - If the person is well but cannot take conventional transit safely home, paratransit dispatch can be called by the TSO to assist.
  - If paratransit dispatch cannot send a vehicle, a taxi should be dispatched by paratransit to get the person home.
  - If the device is disabled and difficult to move, arrangements should be made through the Fire ECC to move the device onto the vehicle or taxi. When available, Fire ECC will select the appropriate in-district apparatus to assist with loading. If assistance is required to drop-off in a district other than where the call for service originated, a new apparatus will be selected by ECC personnel.
3. If the person becomes separated from their mobility device and the mobility device needs to be transported to another location, the person must be advised by the TSO that an independent transportation company needs to be called to transport the device and that there will be a fee that the person will be responsible for.
  - The TSO will ask if there is a particular company that the person would like contacted or if the person wants to call the company themselves.
  - In an emergency situation only (such as the person being unresponsive or no other transportation options being available), paratransit will transport the device as this falls outside scope of the service.
4. The operator, TSO, transit dispatcher and paratransit dispatcher all submit reports on the incident to their respective supervisors.

## **Paratransit Vehicle Operator guidelines:**

### Ambulatory Person

1. Operator encounters an ambulatory person needing help (e.g. senior that has fallen).
  - If the person is injured, unresponsive, unwell or cognitively impaired, the Operator should advise paratransit dispatch to call Emergency Services 911.
  - The Contractor supervisor must also be notified immediately of the situation.
  - Paratransit dispatch should assess and move calls or transfer customers off the vehicle if required to assist the operator.
  - The operator will wait with the person until help arrives. Once the person is safely in the care of emergency responders, the operator advises dispatch and carries on with her or his run.
2. The operator, Contractor supervisor and paratransit dispatcher all submit reports on the incident to their respective supervisors.

### Person Using a Mobility Device

1. Operator encounters a person using a mobility device who is stuck (e.g. snow, tipped or dead battery etc.).
  - Operator contacts the Contractor supervisor and paratransit dispatch to advise of the situation.
  - If the supervisor and operator assess that mobility device can be moved onto the paratransit vehicle, the supervisor and operator can assist the customer if physically able.
  - If the device is large or heavy and is difficult to move, the Fire ECC will be contacted directly so assistance can be provided to move the device. When available, Fire ECC will select the appropriate in-district apparatus to assist with loading. If assistance is required to drop-off in a district other than where the call for service originated, a new apparatus will be selected by ECC personnel.
2. If the person is injured or unwell, paratransit dispatch or the operator will call 911 and an ambulance will be used to transport the person to the hospital.
  - If the person is well, the operator will coordinate with paratransit dispatch to take the person home. Paratransit dispatch may need to move calls to accomplish this.
  - If the device is disabled and difficult to move, arrangements should be made through the Fire ECC to move the device. When available, Fire ECC will select the appropriate in-district apparatus to assist with loading. If assistance is required to drop-off in a district other than where the call for service originated, a new apparatus will be selected by ECC personnel.
3. If the person becomes separated from their mobility device and the mobility device needs to be transported to another location, the person must be advised by the operator/supervisor that an independent transportation company needs to be called

to transport the device and that there will be a fee that the person will be responsible for.

- The operator/supervisor will ask if there is a particular company that the person would like contacted or if the person wants to call the company themselves.
- The operator/supervisor will relay the information to paratransit dispatch who will contact the company on the person's behalf if required.
- In an emergency situation only (such as the person being unresponsive or no other transportation options being available), paratransit will transport the device as this falls outside scope of the service.

4. The operator, Contractor supervisor and paratransit dispatcher all submit reports on the incident to their respective supervisors.

<b>Contact</b>	<b>Telephone</b>	<b>Transportation Cost</b>
Emergency Services		
Fire Emergency Communications Centre (ECC)		
Paratransit Dispatch		
Flaman Fitness		
Golden Mobility		
Independent Living		
Prairie Heart Mobility		
Van De's		
Littlemore Express		

### ***g) Significant Snow Accumulation on Streets***

These procedures apply when there is significant snow accumulation on streets.

#### **Cancellation of Service**

If City conventional transit is cancelled for a period of time, paratransit service will also be cancelled for that same time period.

Dispatch will:

1. Stop all trip bookings.
2. Arrange, where possible and if safe to do so, have all customers who are out transported home by Contractor operators.
3. Call and notify all customers with same day trips that the service is suspended until street conditions improve. This will be done on a daily basis until service resumes.

Contractor will:

1. Follow all dispatch instructions regarding returning customers to their homes.
2. Communicate all concerns regarding transporting customers to dispatch.
3. Utilize Contractor supervisory assistance where necessary.

Service will resume when conventional transit service is reestablished.

### **Modified Service**

Paratransit may be required to operate when conventional transit is operating and there is significant snow accumulation on streets and walkways. It can be difficult to operate in these conditions because paratransit utilizes side residential streets where snow clearing is not a high priority compared to main thoroughfares. When operating in these conditions the City and Contractor agree and support the operator decision to refuse a pick up or delivery based on the impassability of a roadway, steps or walkway. At times of heavy snow accumulation it may be necessary to cancel back lane only service.

City dispatch will:

1. Stop all trip bookings.
2. Advise customers with trip bookings who are not required to travel to stay home.
3. Contact all customers who may be subject to a transportation delay.
4. Contact all customers identified by Contractor as having too much snow accumulation on their street or walkway to advise them that due to safety concerns they cannot be transported.
5. Arrange to have customers transported home if there is significant snow accumulation at their destination which creates a safety concern for the customer or operator.
6. Assist Contractor operators where possible by moving trips to help with keeping the service on-time.

Contractor will:

1. Communicate all concerns regarding transporting customers to City dispatch. This shall include specific information such as an impassible street, snow covered steps or walkway, or a stuck vehicle so that dispatch can communicate this information to customers when following up with them.
2. Where possible Contractor supervisory assistance will be provided.
3. Utilize its supervisory staff to investigate situations where there is a discrepancy as to whether or not a customer can be transported (concern identified by a customer or the City). The results of the investigation will be reported to City management.

### ***h) Immobile or Stuck Paratransit Vehicle***

Paratransit may be required to operate on residential streets and back lanes where there is heavy snow accumulation, deteriorated roadways or wet conditions which may cause a vehicle to become immobile (stuck). A vehicle may also experience mechanical difficulties or an accident which may also cause the vehicle to become immobile.

#### **No Customers on the Vehicle**

City dispatch will:

1. Move calls onto other vehicles until such time as the vehicle becomes mobile or a replacement vehicle is put into service.
2. Notify all customers that may be impacted by a transportation delay.
3. Forward a written incident report to the Manager of Paratransit and Revenue Services and Paratransit Coordinator.

Contractor will:

1. Notify a Contractor supervisor of the situation as well as inform City dispatch.
2. Notify Contractor maintenance staff who may be dispatched to assist in getting the vehicle mobile.
3. Arrange to have a tow truck dispatched to the location if necessary and advise City dispatch of the approximate wait time.
4. Put a replacement vehicle into service as specified in the Agreement between the City and Contractor unless road conditions or special circumstances prohibit this from happening.
5. In the case of an accident, forward a written report to City management within 2 hours advising them of the situation.

#### **Customers on the Vehicle**

City dispatch will:

1. Coordinate with the Contractor manager or supervisor and operator regarding the arranging of a secondary vehicle to be sent to the scene if required. Circumstances surrounding the incident such as weather and the condition of the vehicle will determine what sort of response is required. For example, if there is a fire on the vehicle and all customers have been evacuated into cold weather the closest available vehicle will be sent immediately to assist.
2. Contact emergency services if the Contractor supervisor or operator is unable to or requests this assistance.
3. Contact all customer emergency and program contacts to advise them of the situation and what is being done to resolve it.

4. Notify all customers that may be impacted by a transportation delay as a result of the incident.
5. Return customers to their pick-up location if they cannot be taken to their destination.
6. Provide updates and a comprehensive written report to City management.

Contractor will:

1. Notify a Contractor supervisor of the situation as well as inform City dispatch. The supervisor will attend the location if there are customers on board and determine the best course of action. Note – there may be circumstances where a Contractor supervisor is unable to attend in person such a blizzard where multiple vehicles with customers on board are stuck at the same time.
2. Notify Contractor maintenance staff who may be dispatched to assist in getting the vehicle mobile.
3. Arrange to have a tow truck dispatched to the location if necessary and advise City dispatch of the approximate wait time.
4. Advise City dispatch if customers can be safely transferred to another vehicle using the lift and/or ambulatory doors. If this is possible, customers will be kept on the vehicle if safe to do so until a secondary vehicle arrives and then will be transferred to another vehicle by the operator. If the customers are in danger if they remain on the vehicle, the operator will immediately evacuate them as quickly as possible and emergency services (911) will be contacted by the Contractor supervisor or City dispatch.
5. Require customers to remain on the vehicle when the lift and/or ambulatory door cannot be used and it is safe to do so. If the customers cannot be evacuated using the lift and/or ambulatory customer doors and the customers must exit using the emergency exit or operator door, emergency services (911) will be contacted by the Contractor supervisor or City dispatch to assist with the evacuation. If the customers are in danger if they remain on the vehicle, the operator will immediately evacuate them as quickly as possible and emergency services (911) will be contacted by the Contractor supervisor or City dispatch.
6. Require customers to remain on the vehicle when the weather or road conditions prohibit exiting the vehicle and it is safe to do so. All exit doors may be operating properly but the road conditions such as deep snow may make exiting the vehicle difficult. In this case, customers will remain on the vehicle until it can be moved to a safe area. Once the vehicle is moved it may carry on transporting customers or customers will be transferred to a different vehicle depending on the circumstances. If the customers are in danger if they remain on the vehicle, the operator will immediately evacuate them as quickly as possible and emergency services (911) will be contacted by the Contractor supervisor or City dispatch.
7. Forward a comprehensive written report of the incident within 2 hours to City management.



## **7. Arrival Times at School & Programs**

Schools and some programs require specific arrival times because they do not have staff available to supervise customers when they arrive early. Contractor will be advised by the City of special arrival time protocols which must be followed.

### ***Procedure – Arrival times at school & programs***

1. Arrive at school and programs at the scheduled time, not early.
2. If the operator does arrive early for school or children's programs due to cancellations and/or traffic, it is expected that the operator will drive around the neighbourhood until the arrival time is reached.
3. Operator should radio Contractor supervisor, then City dispatch if there are any concerns.

## **8. Ensuring all Customers are Dropped-off at Appropriate Locations**

### ***Procedure – Customer Drop-offs***

1. Operators will enter each pick-up and drop-off into the MDC or tablet located on the vehicle.
2. City dispatch checks each operator mobile data computer entries to ensure appropriate pick-ups and drop-offs have occurred. This can be verified by the clerks by using the GPS which shows the location of the vehicle at all times.
3. At the end of every shift, operators are instructed to put every seat in the folded upright position and do an inspection of the vehicle to ensure that no one has been left on the vehicle.

## **9. Customers Experiencing Postural Difficulties on the Vehicle**

Occasionally, a customer may experience postural difficulties (e.g. customer sliding down in his or her wheelchair seat) on the vehicle that they are unable to rectify on their own.

### ***Procedure – Customers experiencing Postural Difficulties on the Vehicle***

1. Operator notices a customer experiencing postural difficulties.
2. Operator should not attempt to lift or move the customer to correct the situation.
3. Operator advises dispatch of the circumstances as the delay in rectifying the situation may affect other customer trips.
4. If the delay is expected to take some time (e.g. waiting for EMS), and there are other customers on the vehicle, dispatch will transfer the customers to another vehicle or taxis.

5. If at a location where professional help is available, assistance should be sought by the operator to help the customer. The customer should not be moved (e.g. wheelchair pushed) until the customer has been moved to an upright position.
6. If no assistance is available, emergency services should be contacted to assist with moving the customer (e.g. EMS).
7. Operator writes up an incident report for supervisor. Contractor management will forward the incident report to City management for follow-up.
8. Dispatch will write up a report for City management.
9. The City will contact the customer and/or the caregiver to determine if a different belting system is required.

## **10. Wascana Rehabilitation Centre (WRC) Drop-offs**

### ***a) Procedure – Drop-offs at Wascana Rehabilitation Centre that Require an Attendant***

#### **West door:**

1. Contractor operator notifies City dispatch that they will be arriving at the WRC within a few minutes.
2. City dispatch will call the Wascana Units (Main 5 (306-766-xxxx) or Main 6 (306-766-xxxx)) when they are notified by the operator.
3. The operator will unload the customer(s), enter the building and determine if the attendant is present to meet the customer(s).
4. If an attendant is not present, the operator will leave the customer(s) with the Main 5 unit clerk.

#### **South door:**

1. Take the customer to the reception desk at the south door and confirm with reception on duty that the customer is there.
2. If necessary, security or reception will be contacted (306-766-5100) to ensure the safety of the customer.

### ***b) Procedure – School-Aged Children Respite Drop-offs at Wascana Rehabilitation Centre (All Require an Attendant)***

#### **South door:**

1. Take the customer to the security desk at the south door and inform them that the customer is there.

2. The security desk will contact the pediatric unit and advise that the customer has arrived and is waiting at the south security desk.
3. Once the pediatric unit has been contacted the operator may carry on with their run.
4. If there are any concerns, dispatch should be contacted.

## **11. Email Requests**

### ***Procedure – Processing Email Requests***

1. The City will send emails containing changes to service schedules and hours to the Contractor manager/supervisor group (names supplied by Contractor) with sufficient notification (minimum 18 hours notice) as per the Agreement between the City and Contractor.
2. Contractor will confirm receipt of the email by sending back an email response to the City of Regina paratransit group.

## **12. Charter runs and SP runs**

### ***a) Procedure - Charters***

1. City of Regina will email all charter times and runs to Contractor, this email will contain the date, time (start and projected finish), and specific run number which the charter will be named.
2. Contractor will reply and confirm receipt of charter runs.
3. Contractor will schedule and assign operators to charter runs.
4. Charter runs are paid for time on the road (excluding fuelling time and breaks). Once the charter is complete, operators are to return to the Contractor garage immediately and follow established log out protocol on the MDC.

### ***b) Procedure – Special Program (SP) Charter Runs***

1. City of Regina will email all Special Program runs to Contractor, this email will contain the date, time (start and projected finish), and specific run Number which the SP run(s) will be named.
2. Contractor will reply and confirm receipt of Special Program runs.
3. SP runs are “added on” as regular blocks with charter extensions as needed, and Contractor will schedule and assign operators to the runs
4. SP runs are paid for time on road (excluding fuel time and breaks). Once the SP run is complete, operators are to return to Contractor garage immediately and follow established log out protocol on the MDC.

### **13. Radio and MDC Protocol**

Communication between City dispatch and operators via radio or MDC must minimize operator distraction while driving. Operators are expected to respond to radio and MDC instructions from dispatch when their vehicle is parked. If there is an immediate issue which requires the operator's attention while driving such as a short notice change, dispatch will advise the operator to pull over, park and receive the instruction.

All radio and MDC communications must be professional and respectful. Ensure the radio transmission is necessary and avoids personal customer information. To reduce amount of radio transmissions, consider alternative to radio call by using canned MDC messages.

#### ***Procedure – Radio Protocol for Operators and Dispatch***

1. Make the radio communication over channel 1 using clear and concise language.
2. Be patient and await the response as supervisors, dispatch, or operators who may be busy or driving.
3. Use channel 2 only when absolutely necessary to briefly discuss sensitive information.

### **14. Transporting Service Animals and Pets**

Regina Transit allows service animals and animals with documentation from a physician stating the requirement to travel with an animal on transit and paratransit. Pets are also allowed on paratransit provided they are in a closed carrier.

#### ***Customer guidelines:***

1. All customers requiring the use of a service animal are permitted to bring the animal on paratransit. No additional fee will be charged for bringing the service animal on the vehicle.
2. Customers with service animals who have been trained through an accredited program where the animal is identifiable through a working harness, do not need to provide documentation unless an issue arises related to the animal's behavior.
3. Customers with service animals that are not identifiable (e.g. dog or cat on a leash) will be required apply to bring their service animal on paratransit. Customers will need to; fill out a form requesting permission to travel with a service animal (available on Regina.ca or by calling 306-777-7726); provide a note from a physician stating the requirement for a service animal. (The note should not disclose information related to the person's disability, the reason why the animal is required or the tasks the animal will be performing); provide a note from a veterinarian verifying that the service animal's vaccinations are up to date; provide an up to date picture of the animal by emailing it to reginatransit@regina.ca; and if available, provide certification indicating any training the animal has received.
4. Customers who complete the application process outlined in (3 above) will be required to provide the documentation in person, by mail, by email to reginatransit@regina.ca, or fax

(306-949-7211) to the Transit Department located at 333 Winnipeg Street, Regina, SK S4P 3C8. If approved, the customer will be provided with an identification card that can be shown to the paratransit operator which will allow them to ride without having the service animal questioned.

5. All customers travelling on paratransit are required to ensure that their service animal's vaccinations are up to date.
6. Service animals are not permitted to urinate or defecate on the vehicle. If the animal does urinate or defecate on the vehicle, it will be the customer's responsibility to clean up.
7. All customers travelling on paratransit must ensure that their service animals are kept in control and are well behaved. Customers that are unable to control the behavior of their animal where other customers or the Operator's comfort or safety is compromised, may be restricted from having their service animal accompany them. Examples of unacceptable behaviour include; allowing the animal to wander or interfere with other customers or the Operator, excessive barking, and growling.
8. All customers travelling with a pet must ensure that the animal is transported in a closed carrier and can be managed by the customer without Vehicle Operator assistance.
9. Customers must advise that they will be travelling with a service animal or pet when booking their trips so paratransit can ensure space is available on the vehicle. If a customer will always be travelling with a service animal, a note can be put on the customer's file and the person will not need to declare that they will be travelling with a service animal every time a trip is booked.
10. Service animals that are not in a carrier are not permitted to ride on the lift with customers for safety reasons.

### ***Procedure –Service Animals with and without Identification***

1. Paratransit customers are required to advise that they will be travelling with a service animal when booking a trip. This will be noted in the customer's comment field in Trapeze which will then show up on each customer trip on the Mobile Data Computer.
2. If the operator arrives to pick-up a person travelling with a service animal and no comment is in the customer's comment field, paratransit dispatch must be notified. If the service animal is easily identifiable because it is wearing a harness (e.g. person who is blind using a guide dog or person using a mobility device with a service dog) the person and their service animal should be allowed to board without question. If the service animal is not identifiable (e.g. dog on a leash) the person should be asked to provide Transit verification that the animal is a service animal. If the person has no Transit verification but is able to produce a training certificate or letter from their doctor stating their need for the animal they should be allowed to ride. However, the Operator must advise the person that they need to contact Paratransit at 306-777-7007 to register their service animal.
3. Operators must not ask about the person's disability, why the service animal is needed or what assistance it provides. Operators must not attempt to pet or interact with the animal.

4. If any incident arises because of the service animal, paratransit dispatch and a Contractor supervisor must be notified.
5. The operator, paratransit dispatch and Contractor supervisor submit reports on the incident to their respective supervisors.

### ***Procedure – Transporting Service Animals where Customer Requires the Lift***

1. If the animal walks independently, the service animal will be escorted onto the vehicle first by the operator and have its leash tied to a seat at the back of the vehicle, away from other customers when possible.
2. The customer will then be loaded and secured.
3. The service animal is brought to the customer.
4. At the drop-off location, the service animal will be secured by its leash to a seat while the customer is unloaded.
5. The service animal will then be brought to its owner.

### ***Procedure –Pets***

1. If a person enters the vehicle with an animal that is not easily identifiable (e.g. dog on a leash) the person should be asked to provide Transit verification that the animal is a service animal.
2. If the person advises that the animal is a pet, the operator should advise that pets are welcome on paratransit but must be in a carrier that can be managed by the customer. The person should not be allowed to ride unless the pet is in a carrier.
3. If any incident arises because of the pet, paratransit dispatch and a Contractor supervisor must be notified.
4. The operator, paratransit dispatch and Contractor supervisor submit reports on the incident to their respective supervisors.

## **15. Use of Ring Road**

### ***Procedure – Ring road usage***

1. With customers onboard the vehicle, operators must request and receive permission from City dispatch prior to using Ring Road. To ensure customer safety, dispatch will only grant permission to use the Ring Road with customers on board in exceptional circumstances.
2. With no customers on the vehicle, operators are allowed to use Ring Road, but are required to notify City dispatch that they will be doing so except to travel to their first call on their manifest.

## **16. Operator Changes and Vehicle Switch Out**

When operator changes or vehicle switch outs are required, safety is the first priority. Switch outs must be coordinated to ensure minimal disruption to service and vehicles must not be taken out of the service area. Vehicle switch outs with customers on the vehicle must be avoided where possible.

### ***Procedure – Operator changes and vehicle switch out***

1. Contractor supervisor coordinates the vehicle switch out.
2. Contractor operator, supervisor or maintenance staff advises City dispatch over the radio when the vehicle switch out is taking place.
3. As per the Agreement between the City and Contractor, no time is allocated within the run for Operator shift changes. A mechanical breakdown, accident, customer emergency, getting stuck or customer soiling a vehicle will be given up to 45 minutes for the vehicle switch out.

## **17. Operators Returning Early to Contractor at Shift End**

Operators are able to return to the Contractor location with 10 minutes left on their block if they are clear of customers.

### ***Procedure – Driver Returning to Contractor at Shift End***

1. If an operator is clear of customers and has no further pickups or drop offs they may return to Contractor with ten (10) minutes remaining on their Block of work.
2. The operator must communicate to and receive approval from City dispatch that they are clear and are returning to Contractor.
3. Contractor and the City of Regina agree that this does not violate “Irregular Finish Times” in the Agreement.

## **18. Issuing Charges for Agreement Violations**

### ***Procedure – Issuing Charges to Contractor related to Agreement Violations between the City and Contractor***

1. The Manager of Paratransit and Revenue Services or Paratransit Coordinator is made aware that one or more of the clauses in the Agreement between the City and Contractor has been breached.
2. The Manager of Paratransit and Revenue Services or Paratransit Coordinator will conduct an investigation into the Agreement violation to determine if a charge is warranted.

3. The Manager of Paratransit and Revenue Services will notify the Contractor manager if the City intends to pursue the charge. The notification must be in writing and include the time, date, block number (if applicable) and incident details.
4. The Contractor manager will have five business days to dispute or accept the charge.
5. If the Manager of Paratransit and Revenue Services does not receive a response from the Contractor manager after five business days it will be assumed that Contractor accepts the charge.

## **19. Reconciling Billing Hours for Invoicing**

### ***Procedure – Reconciling Billing Hours for Invoicing***

1. The Contractor administrative designate will provide the monthly billable hours to the City's Paratransit Coordinator with a copy to the Manager of Paratransit and Revenue Services for reconciliation at the beginning of each month.
2. The Paratransit Coordinator or designate will confirm or propose an adjustment to the hours submitted and advise the Contractor administrative designate.
3. The Contractor administrative designate will send the confirmed monthly billable hours along with the mileage report to Contractor accounting.
4. Contractor accounting will prepare the invoice and forward it to the Paratransit Coordinator with a copy to the Manager of Paratransit and Revenue Services for payment within 10 days of the start of the month.

## **20. Customers Experiencing Difficulties with their R-Cards**

### ***Procedure – Assisting Customers Experiencing Difficulties with their R-Cards***

Customers sometimes experience difficulties with their fare collection when using their R-Card. This is often not the customer's fault. When a customer's card is scanned and an error message is received;

1. Contact paratransit dispatch and advise of the concern. Paratransit dispatch will provide instructions about how to code the trip on the MDC.
2. Paratransit dispatch may conduct an investigation as to why the card isn't working. If the card has been loaded with a pass or rides and the system is not recognizing fare, paratransit will ask for the operator to collect the card, put it in an envelope with the customer's name on it and send it in with the cash collected. Paratransit will then fix the card and mail it back to the customer. The customer will be allowed to ride for free until their card is fixed.



3. The Contractor's operators are not allowed to deny paratransit customers the ability to travel if the person does not have an R-Card or cash fare. This is a Paratransit Dispatch decision.

## Request for Proposals

### Paratransit Operations and Maintenance

RFP #5273

#### Addendum Clarification #1

This Addendum/Clarification shall be incorporated into the Request for Proposal and shall form part of the contract documents.

September 8, 2020

**REMINDER: ALL INTERESTED PARTIES MUST BE REGISTERED TO ATTEND THE PRE-BID MEETING EITHER IN PERSON OR REMOTELY THROUGH MICROSOFT TEAMS. Please email the RFP contact listed in Section 1.2 of the RFP to register before 4:30 p.m., CST (S ) on September 9 to register.**

**ADD** the following to Pre-Bid Meeting:

The City of Regina has implemented the following measures, which is not a complete list, which will be enforced during the pre-bid meeting:

- All attendees must wear a cloth or single-use non-medical face mask.
- Limiting group size for meeting/gatherings to a total of 35 people, including City employees.
- Maintain social distancing of 2 m (6 feet).
- Washing your hands with soap and hot water after entering or exiting a site. If soap and water are not available, use an alcohol-based hand sanitizer or sanitizing wipes.
- Avoid touching your eyes, nose or mouth with unwashed hands.
- Cough or sneeze into your elbow or tissue and wash your hands afterwards.
- Minimize contact with material surfaces.

Prior to entering the in-person meeting, attendees will be asked the following questions. Should an attendee answer yes to any of the questions they will be denied attendance to the pre-bid meeting. If prior to the pre-bid meeting an attendee's status changes regarding responses to the self-check questions they are to notify the City immediately and arrange for an alternate representative to attend in their place, or attend remotely.

- In the past 14 days have you, or anyone in your household/business, returned from or been in contact with anyone who has travelled outside of Canada (including passing through an airport) **Y N**

*\*\* The City acknowledges that some attendees may be required to arrive by plane. A note will be taken regarding the flight number for contact tracing if required*

- In the past 14 days, have you, or anyone in your household/business, been in close contact with someone who is confirmed as having COVID-19 **Y N**
- Are you, or anyone in your household, experiencing any flu-like symptoms, including but not limited to:
  - Temperature greater than 38°C (100.4 °F) **Y N**
  - Cough **Y N**
  - Shortness of breath **Y N**

**Clarifications to RFP Document:** The following is a list of Proponent submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

**Question 1:** Is it acceptable for the City's revenue vehicles to be used for operator relief travel or must the contractor have its own driver shuttle vehicle(s) for on-road relief

Answer 1: City of Regina paratransit vehicles may be used as on-road relief vehicles.

**Question 2:** Can the City please provide more detail on typical (pre-COVID) daily vehicle roll-out and vehicle revenue blocks. Having additional information regarding how many vehicles are used in service each day and how many remain on the road all-day vs. partial day peak-only etc. is critical in the contractor analyzing how many total driver payroll hours they will have in relation to billable hours to the City.

Answer 2: See attached January 2020 service hours as a sample.

**Question 3:** The City has been clear in the RFP that they do not schedule any break time for operators in the runs, however, can the City please advise how much break slack time is typically in each run (i.e. standby time as described in 5.3.17 of the Contract)

Answer 3: When the City schedules the runs, they are typically very full of calls with little slack or break time. In a usual month there are about 1,400 late cancellations and no shows combined equating to about 45 per day which creates natural breaks in the runs. Some of these will be filled with add-ons but many of these spots remain empty creating break time for the operators. The operators are also skilled at using their 20-minute window to create break time for themselves. The City's policy is not to overschedule the runs although occasionally this does happen.

**Question 4:** Are the radios provided by the City or the Contractor. Are the radios a different system than the MDCs tablets or are radio communications conducted through voice-over-MDC tablet functionality

Answer 4: The City provides the radios. They are the same radios as fire, police and conventional transit uses and are completely separate from the MDCs/tablets.

**Question 5:** Can the City please provide information on the number of times they have exercised their right to remove a Contractor's operator from service (per 10.4 of the Contract) in the past five years

Answer 5: ero.

**Question 6:** The City's Paratransit Service Policy and Procedure Guide references use of taxis to supplement paratransit bus services. Does the City look after all taxi arrangements via the dispatch process. In the event of a vehicle breakdown or other issue, does Contractor liaise with approved taxi companies to enact service recovery as required or is this handled by the City

Answer 6: The City looks after all taxi arrangements for customers. In the event of a vehicle breakdown there would be a couple of options explored by dispatch. If a bus was nearby and had capacity, the passengers on the broken-down bus would be moved onto a

different bus. Taxis could also be used to transport customers if available, but a large percentage of paratransit customers are not eligible to use taxis because of their type of disability. It would be the City's expectation the Contractor's supervisor would obtain a working bus from the Contractor's premises and bring it out to the operator with the broken down bus so the operator could continue on with his or her run as quickly as possible.

**Question 7: The fee for out of service vehicles (5.6.1) is described as a pre-estimate of liquidated damages and not a penalty by the City. Can the City please clarify then, if in cases where service is missed and effective recovery of service requires taxi dispatch only with no impact to customers, that the actual cost of taxis would be billed to the Contractor and not the penalty, assuming in many cases the cost of addressing missed service would be well under the 100 figure**

Answer 7: Paratransit requires the Contractor's operators to be available at all scheduled times. In Regina, taxis are a limited option. Taxi operators are not able to guarantee the same level of service as paratransit operators and therefore many paratransit customers are not eligible for taxi service for safety reasons. Further, taxis, and in particular accessible taxis, are not available to paratransit at certain times of the day. Accessible taxis are utilized by other programs and services such as schools and sheltered workshops so they cannot be used by paratransit at peak times when they are needed most. All taxis also have very limited availability at certain times such as during cold weather when the general public is using them more often.

**Question 8: Can the City please provide a complete fleet list of current paratransit buses, including seating capacity and any other specifications required for the proponent to get an accurate insurance quote from SGI**

Answer 8: See the detailed fleet chart is attached to this Addendum.

**Question 9: Is there any preference on the part of the City for the Contractor to deploy a wheelchair accessible vehicle as its supervisory vehicle to allow for better service recovery in the event of revenue vehicle breakdowns etc.**

Answer 9: Annex A, Section 2.2.4 of the Paratransit Operations and Maintenance Agreement states: The Contractor shall be responsible for providing a wheelchair accessible vehicle for its supervisors. The Contractor shall be responsible for providing fuel, maintenance and repairs for the supervisor vehicle.

**Question 10: Can the City share its total and annual budget for this procurement Providing proponents with a clear estimate of the budget will benefit the public by allowing for the most competitive procurement process, as proponents will compete to provide the greatest value for the City s money.**

Answer 10: The 2020 budget for paratransit contracted operation and maintenance service is \$3,960,762.00.

**Question 11: To supplement phone booking through a dedicated dispatch line, is the City interested in responses that include a customer-facing mobile application A mobile app would allow customers to book trips, monitor their trips in real-time, receive notifications about their trip, and provide electronic fare payment. This**

**mobile app could also be made available as a web-based interface accessible on a desktop or laptop.**

Answer 11: The City is currently undertaking a Transit Master Plan which includes a full review of paratransit service delivery, policies, vehicle options and technology. A customer facing mobile app is one of the pieces of technology that the consultant will be asked to explore. It is unlikely that the City will be in a position to make a decision on this prior to awarding this RFP. However, it is possible that the implementation of this type of technology may happen at some point over the duration of the 5-year contract. There would be no guarantee that the contractor's product would be the one selected.

**Question 12: Is the City able to provide an estimate of ridership data (trip volume, origins and destinations, etc.), to provide proposers with a more detailed understanding of the expected demand for the paratransit service**

Answer 12: Prior to COVID-19, the volumes were approximately: weekdays (Monday-Friday) approximately 700-800 trips, Saturdays 300 trips, Sundays 200 trips, and Statutory holidays 100-200 trips.

The City uses a zonal scheduling system where customer pick-ups are done on the outskirts of Regina on the top of the hour. Buses then work their way to the downtown on the half hour and back out to the outskirts for start of the next hour. Most trips are completed within 60 minutes.

Pick-ups and drop-offs occur throughout Regina all day long. Some locations, such as hospitals, group homes, adult day programs and programs and services for persons with disabilities/seniors are frequented more often.

**Question 13: Is the City interested in proposals that recommend a partnership model through which the City and Contractor engage in close collaboration which may include changes to service design and the introduction of new software to explore innovative approaches in order to achieve efficiency and quality of service improvements**

Answer 13: The City is currently undertaking a Transit Master Plan which includes a full review of paratransit service delivery, policies, vehicle options and technology. A collaborative partnership with a contractor that would be flexible and innovative in assisting to implement Transit Master Plan recommendations which could include service delivery changes and new technology would be considered an asset.

**Question 14: We read the RFP to understand that the City is responsible for booking, scheduling, and dispatching functions (pg. 3). Would the City be interested in proposals in which the Contractor provided booking, scheduling, and dispatching functions with its own proprietary software Such a model could reduce costs to the City and would seamlessly integrate with the Contractor s paratransit service operations.**

Answer 14: The City is currently undertaking a Transit Master Plan with a consultant, which includes a full review of paratransit service delivery options. The City will evaluate the consultant's recommendations and may propose service delivery changes for the future. The City will

not be considering any service delivery changes until the consultant's review of the Transit Master Plan is complete in 2021.

**Question 15: What are the City's current pain points, if any, with the existing service provider**

Answer 15: Minor changes have been made to the Paratransit Operations and Maintenance Agreement attached as Annex A to address any changes required to services provided.

**Question 16: Can you confirm the below city's current rate obtained on page 22 of 29 of the RFP is the current 2020 hourly rate for this service 3. Fees and Hours – The City's current unit hour rate is 53.90**

Answer 16: The City's current unit hour rate is \$53.90.

**Question 17: Can the City provide information to proponents on the average kms operated by the fleet on an annual or monthly basis This is critical in ascertaining accurate vehicle maintenance costs.**

Answer 17: In 2019, total annual kilometres were 1,202,763.

**Question 18: We have been unable to find an up to date Collective Agreement between incumbent contractor and ATU 588 (last one available online expired June 30, 2019). Can the City confirm if a new Collective Agreement was ratified after the previous one expired and if so, will it be distributed to proponents**

Answer 18: A new Collective Agreement was ratified. A copy has been attached to this addendum.









JANUARY , 2020

Regina Paratransit Service Blocks - Thursday						
Block Number	Start Time	End Time	TOTAL			
101	06:15	23:05	16.83			
102	06:45	23:05	16.33			
103	06:45	23:05	16.33			
104	06:50	23:05	16.25			
105	06:50	18:15	11.42			
106	07:35	18:15	10.67			
107	06:05	18:15	12.17			
108	06:45	18:15	11.50			
109	06:55	18:15	11.33			
110	06:00	18:15	12.25			
111	07:15	18:15	11.00			
112	06:00	14:40	7.08	10:10	17:35	
113	06:00	14:40	7.25	10:10	17:45	
114	06:30	14:15	7.17	10:10	17:45	
115	07:00	14:40	6.25	10:10	17:45	
116	07:05	14:15	6.08	10:10	17:15	
117	07:10	14:40	6.08	10:10	17:45	
118	07:00	14:40	6.75	10:10	18:15	
119	07:15	14:45	6.42	10:10	18:15	
120	06:45	14:45	4.50	09:15	16:45	
121	07:10	11:45	9.50	10:10	18:15	
122	07:45	11:45	8.42	10:10	17:45	
123	11:45	18:15	6.50		18:15	
124	08:45	18:15	9.50		18:15	
125	06:45	14:45	4.75	09:00	17:15	
126	07:35	14:30	3.25	09:20	16:00	
127	07:40	14:30	3.00	09:10	16:00	
128	07:45	13:15	5.50			
			254.08			

- Change to regular start or end time
- New ongoing start or end time
- 15 Seater Required

January 2 - Cancel Blocks 126, 127 & 128

Comments:

JANUARY , 2020

Regina Paratransit Service Blocks - Friday							
Block Number	Start Time	End Time					TOTAL
101	06:15	23:05					16.83
102	06:45	23:05					16.33
103	06:45	23:05					16.33
104	06:50	19:15					12.42
105	06:50	18:15					11.42
106	07:35	18:15					10.67
107	06:05	18:15					12.17
108	06:45	18:15					11.50
109	06:55	18:15					11.33
110	06:00	18:15					12.25
111	07:15	18:15					11.00
112	06:00	14:40	10:10				7.08
113	06:00	14:40	10:10				7.25
114	06:00	14:15	10:10				7.67
115	07:00	14:40	10:10				6.25
116	07:05	14:15	10:10				6.08
117	07:10	14:40	10:10				6.08
118	07:00	14:40	10:10				6.75
119	07:15	14:45	10:10				6.42
120	06:45	14:45	09:15				4.50
121	07:10	14:45	10:10				5.50
122	07:45	11:45	10:10				8.42
123	11:45	18:15					6.50
124	08:45	18:15					9.50
CANCEL							
126	07:35	14:30	09:20				3.25
127	07:40	14:30	09:10				3.00
128	07:45	13:15					5.50
							242.00

- Change to regular start or end time
- New ongoing start or end time
- 15 Seater Required

January 3 & 17 - Cancel Blocks 126 & 127

January 3 - Cancel Block 128

January 24 - Extend Blocks 105, 113P & 114P until 19:15  
& 21:15-22:45

Comments:

JANUARY

31 , 2020

Regina Paratransit Service Blocks - Friday

Block Number	Start Time	End Time	TOTAL
101	06:15	23:05	16.83
102	06:45	23:05	16.33
103	06:45	23:05	16.33
104	06:50	19:15	12.42
105	06:50	19:15 21:15 22:45	13.92
106	07:35	18:15	10.67
107	06:05	18:15	12.17
108	06:45	18:15	11.50
109	06:55	18:15	11.33
110	08:45	18:15	9.50
111	07:15	18:15	11.00
112	06:00	16:00 17:35	5.75
113	06:00	16:05 19:15 21:15 22:45	8.83
114	06:00	16:05 19:15 21:15 22:45	8.83
115	07:00	16:05 17:45	4.83
116	07:05	15:15 17:15	5.08
117	07:10	16:05 17:45	4.67
118	07:00	15:45 18:15	5.67
119		14:45 18:15	3.50
120		14:45 16:45	2.00
121	07:10	14:45 17:15	5.50
122	07:45	11:45 17:45	8.42
123	11:45	18:15	6.50
124	08:45	18:15	9.50
CANCEL			
126	07:35	14:30 16:00	3.25
127	07:40	14:30 16:00	3.00
128	07:45	13:15	5.50
			232.83

- Change to regular start or end time
- New ongoing start or end time
- 15 Seater Required


January 31 - Extend Blocks 105, 113P & 114P until 19:15 & 21:15-22:45

Comments:

**JANUARY , 2020**

**Regina Paratransit Service Blocks - Saturday**

Block Number	Start Time	End Time	TOTAL
201	07:00	24:00	17.00
202	07:00	23:15	16.25
203	07:00	23:15	16.25
204	07:00	19:15	12.25
205	08:45	18:15	9.50
206	08:45	18:15	9.50
207	11:45	17:15	5.50
208	11:45	17:15	5.50
209	10:45	18:15	7.50
210	10:45	18:15	7.50
211	10:45	18:15	7.50
			114.25



- Change to regular start or end time  
- New ongoing start or end time

January 4 - Extend Blocks 205, 206 & 209 until 19:15 & 21:15-22:45

January 4 - Cancel Blocks 210 & 211

Comments:

**JANUARY , 2020**

Regina Paratransit Service Blocks - Sunday						
Block Number	Start Time	End Time				TOTAL
301	08:00	19:15				11.25
302	08:00	19:15				11.25
303	08:00	19:15				11.25
304	08:00	19:15				11.25
305	08:45	19:15				10.50
306	08:45	13:15				4.50
307	08:45	13:15				4.50
308	08:45	13:15				4.50
309	08:45	13:15				4.50
310	08:15	10:15				2.00
311	08:00	10:30	11:45	14:15		5.00
312	08:00	10:15	11:45	14:15		4.75
						85.25

- Change to regular start or end time  
 - New ongoing start or end time

January 5 & 26 - Extend Blocks 311 & 312 until 16:15 & 18:15-19:45

January 5 & 26 - Block 310 14:15-16:15 & 18:15-19:45

Comments:

Regina Paratransit Service Blocks - STAT					
Block Number	Start Time	End Time			TOTAL
401	08:00	19:15			11.25
402	08:00	19:15			11.25
403	08:00	19:15			11.25
404	08:00	19:15			11.25
405	08:00	17:15			9.25
P1	14:45	16:15	18:15	19:45	3.00
P2	14:45	16:15	18:15	19:45	3.00
P3	14:45	16:15	18:15	19:45	3.00
					63.25

Comments:

Jan. 2, 3 & 17  
Jan. 2 & 3  
Jan. 4  
Jan. 4  
Jan. 5 & 26  
Jan. 5 & 26  
Jan. 8 & 22  
Jan. 8  
Jan. 24 & 31  
Jan. 31

Cancel Blocks 126 & 127  
Cancel Block 128  
Extend Blocks 205, 206 & 209 until 19:15 & 21:15-22:45  
Cancel Blocks 210 & 211  
Extend Blocks 311 & 312 until 16:15 & 18:15-19:45  
Block 310 – 14:15-16:15 & 18:15-19:45  
Extend Blocks 120P, 121P, 122P & 125P until 19:15 & 21:00-22:45  
Extend Blocks 113P, 114P & 124 until 19:15 & 21:15-22:45  
Extend Blocks 105, 113P & 114P until 19:15 & 21:15-22:45  
No Cosmo - Reduced Hours – see separate sheet

Yours truly,



Lynette Griffin  
Manager of Paratransit & Accessibility





**FIRSTCANADA ULC**  
**REGINA PARATRANSIT DIVISION**  
**July 1, 2019 – June 30, 2022**

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## ARTICLE 1: PURPOSE

- 1.01 The Parties to this Agreement and the Employees desire to co-operate to develop and operate efficient operations of the Employer and the elimination of waste. It is the desire of the Employees, and the Employer and the Union to maintain the existing harmonious relations between the Employer and the Employees and to promote co-operation. It is the wish of the Parties to set out terms and conditions of employment in the Collective Agreement.
- 1.02 This Agreement shall be deemed to have come into force, and shall take effect, from July 1, **2019**. It shall continue in force until June 30, **2022** and from year to year thereafter, unless either party gives written notice to terminate or renegotiate this Agreement, such notice to be given not less than ninety (90) days or no more than one hundred and twenty (120) days prior to June 30, **2022**.
- 1.03 Future Legislation  
In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

## ARTICLE 2: COVERAGE

- 2.01 This Agreement will constitute wages and working conditions of all FirstCanada ULC Paratransit Employees, Regina within the collective bargaining unit represented by the Amalgamated Transit Union, Local 588.

## ARTICLE 3: DEFINITIONS

- 3.01 (a) Employer means FirstCanada ULC.  
(b) Union means Amalgamated Transit Union, Local 588.  
(c) Employee means all Paratransit Operators employed by FirstCanada ULC, in Regina, Saskatchewan.

## ARTICLE 4: UNION MEMBERSHIP & CHECK OFF

- 4.01 Union Security  
(a) Any employee, who fails to maintain membership in good standing in the Union, shall be discharged after sixty (60) days written notice to the Employer, provided by the Union of the Employee's failure to maintain membership in good standing.  
(b) The Employer agrees to have each new employee sign a Union membership card within thirty (30) days of commencement of his employment and deliver said card to the Union.  
(c) Every Employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new Employee who's employment commences hereafter shall, within thirty (30) days after the commencement in his/her employment apply for and maintain membership in the Union, and maintain membership in his/her Union as a condition of his/her employment, provided that any Employee in the appropriate bargaining unit who is not required to maintain his membership in the Union shall, as a condition of his employment, tender to the Union the periodic dues uniformly required to be paid by the members of the Union.
- 4.02 Dues Deduction  
Upon the request in writing of an Employee, and upon request of a trade union representing the majority of Employees in any bargaining unit of his Employees, the employer shall deduct and pay in periodic payments out of the wages due to the Employee, to the person designated by the trade union to receive the same, the union dues, assessments and initiation fees of the Employee. The Employer shall furnish to that trade union the names of the employees who have given such authority. The Employer will remit that amount to the Union within fifteen (15) days after the deductions were made together with a record of the Employees from whom the deductions were made.

#### 4.03 Dues Receipts

At the same time that income tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by the Employees for the year indicated.

#### 4.04 Union Notifications

In addition to any other Article setting out information to be provided to the Union, the Employer shall notify the Union of the following:

1. Leave of absence in excess of thirty (30) days
2. Job vacancies
3. Notice of recall
4. Notice of proposed technological change.

Where possible notice shall be provided within seven (7) days of the effective date of the above.

The Employer will forward the name, address, phone number of each new employee within seven (7) days from the date of hire to the Union office.

The Employer will notify the Union office as soon as possible when the Employer terminates an employee.

The Employer will forward the name and address of employees who voluntarily terminate their employment within seven (7) days.

#### 4.05 Changes To Deductions

The Union shall notify the Employer in writing of any changes in dues at least thirty (30) days prior to the intended change.

### ARTICLE 5: RIGHTS OF THE EMPLOYER

#### 5.0 Employee Handbook

- (a) The employer will issue all employees current employee handbook outlying rules, regulations and policies, such rules, regulations and policies may be changed based on operational requirements.
- (b) FirstCanada ULC will discuss with the Union any changes that may be required to the Operator's handbook, with regards to rules, regulations and policies.

5.01 The Union recognizes and agrees that all rights, powers and authority of the Employer to manage the business in which the Employer is engaged are retained solely and exclusively by the Employer except as specifically abridged or modified by the express written terms of this agreement.

For greater particularity, but without limiting the generality of the foregoing clause (a) in any manner whatsoever, the Union acknowledges and agrees that the Employer has the sole and exclusive right:

- (a) To exercise jurisdiction over all operations, materials, equipment, buildings and facilities;
- (b) To operate and manage its affairs and facilities in all respects in an orderly, efficient and economically sound manner;
- (c) To plan, direct and control operations;
- (d) To determine the schedules of operation;
- (e) To determine operating methods, procedures and means of performing work;
- (f) To determine the facilities to be used;
- (g) To determine the products, programs and services to be provided by the Employer and the materials, equipment and supplies to be used;
- (h) To direct the working forces and to hire, promote, demote, transfer, assign, classify, lay-off and recall Employees;
- (i) To discipline, suspend and discharge Employees for just cause;

- (j) To determine the number of Employees needed by the Employer at any time to increase or decrease the workforce, and to assign work;
- (k) To determine the schedules of work, overtime requirements and the services and the duties performed;
- (l) To make, establish, maintain, revise and enforce rules and regulations to be observed by the Employees; and
- (m) To designate the place of work.

5.02 The Union and the Employer agree that the foregoing enumerations of management's rights shall not be deemed to exclude other functions not specifically set forth.

#### ARTICLE 6: NO DISCRIMINATION

- 6.01 The Employer and the Union each agree that there shall be no discrimination by reason of age, creed, color, disability, national origin, sexual orientation, political or religious affiliation, sex, family status, nor by reason of membership or non-membership or activity in the Union.
- 6.02 The Union will be allowed access to the premises for the purpose of investigating an actual grievance or visiting members. Said activities will not in any manner interfere with the performance of work by the employees.
- 6.03 The Employer recognizes that any representative of the Union, when on Union business and after giving notice to the employer, shall not be unreasonably denied access to the Employer's premises.

Every employee shall be entitled to have a Union Representative as per 21.01 of the Agreement.

#### ARTICLE 7: RECOGNITION AND NEGOTIATIONS

##### 7.01 Bargaining Unit

The Employer recognizes that the Union is the sole collective bargaining agent for a unit of employees comprised of: all Paratransit operations employed by FirstCanada ULC, in Regina, Saskatchewan.

##### 7.02 No Other Agreements

No Employee will be required to make any Agreement with the Employer which conflicts with the terms of this Collective Agreement.

##### 7.03 Copies of Agreement

The Employer will provide Employees with a copy of the Collective Agreement provided the Union pays one-half the cost of the printing of such Agreements.

#### ARTICLE 8: NO GUARANTEE

- 8.01 Nothing in this Agreement shall be construed as a guarantee of work or hours of work per day or per week.

#### ARTICLE 9: WORKING SCHEDULES

##### 9.01 Criteria for Establishing Shift Times for Operators

- a) An Operator will be paid from the actual time that the Employer requires the Operator to arrive at the work site until the Operator completes his/her shift, including bus fueling. Fueling procedures will be in accordance with Company policy.

Duty time is described as the time period between the employees scheduled report time at FirstCanada ULC and the driver's scheduled finish time at FirstCanada ULC. The scheduled finish time of a single continuous piece of work shall not exceed twelve (12) hours from the scheduled start time for that piece of work.

In the case of a split shift, the scheduled finish time of the last piece of work shall not exceed fourteen (14) hours from the scheduled start time of the first piece of work. This requirement may be waived by mutual agreement between the Employer, Employee and the Union.

- b) Operators who take over on the street will be paid from the time they leave the shop until the completion of the assignment including bus fueling. Fueling procedures will be in accordance with Company policy.
  - c) It is understood the bus and operator will remain within 20 blocks of the cleared service area until 15 minutes prior to the end of the shift, which is the approximate travel time required to return to the First Canada yard, unless the duty supervisor gives permission to leave the service area.
  - d) Scheduled start and finish times shall be based on scheduled hours.
- 9.02 Subject to Article 5 - Rights of the Employer; the company will meet with the Union to review the creation of new shifts and will meet with the Union within a reasonable time prior to booking to review the shifts.
- 9.03 Pre-Trip Time
- a. Fifteen (15) minutes for each pre-trip inspection shall be included as part of each shift.

#### ARTICLE 10: ASSIGNMENT OF SHIFTS

- 10.01 Sign-up for all runs/work shall be filled based on seniority for full-time Operators, provided that the Employee has the qualifications and ability to adequately perform the work.
- 10.02 (a) Employees may trade shifts among themselves on an occasional basis, as approved by the Manager or designate.
- b) Assignment of Shifts - Extra work known 30 days prior to a sign-up (Example: Riders and Pats games) will be posted for bid by seniority. This extra work shall be posted for 14 days and assigned on the 15th day. Any of the posted work that remains unsigned, shall be included in the sign-up process. Should the block of work signed at sign-up conflict with the extra work chosen, the signed block will take precedence. The extra work will then be added to the work detailed below. Any work, excluding shift extensions, known less than 30 days and more than 48 hours prior to commencement shall **be posted for bid. Assignment shall be as follows:**

- 1. In seniority order to full time Operators with less than forty hours in the work week.**
- 2. If not taken in (1) above, in seniority order to casuals.**
- 3. If not taken in (1) or (2) above, in seniority order to all full time operators.**

Any work, excluding shift extensions, known less than 48 hours prior to commencement shall be offered to operators who have made their availability known.

**Casual operators will be assigned in order of seniority. However, a casual operator declining two (2) or more shifts in a week will be moved to the bottom of the seniority list. Casual operators will have the ability to work their way back up the list as those above them on the list are moved to the bottom of the list. During their holidays and approved absences, casual operators will retain their position on the list.**

#### Shift Extensions:

Shift extensions of sixty (60) minutes or less in duration shall be the responsibility of the operating driver.

In the application of this language extensions of 30 minutes or less will be guaranteed 30 minutes at double time rate. Extensions between 31 and 60 minutes will be paid 30 minutes at double time rate and 30 minutes at time and one-half rate.

Shift extensions, in excess of sixty (60) minutes, will be offered to the originating driver and if declined offered to drivers who have made their availability known.

(c) The sign-up for runs/work for full-time positions will be as follows:

- 1) There shall be a minimum of three (3) sign-ups yearly with implementation dates to be agreed upon with the Union.



- 2) Operators shall be entitled to hold a run in accordance with their seniority in continuous service as an Operator. When a sign-up occurs, the Senior Operator will sign-up first, then the next Senior Operator, and on, until the sign-up is completed.
- 3) The Union shall be given the runs/work available as soon as possible. The Union will apply its best efforts to have all Operators signed up for their respective work, which must be completed as soon as reasonably practicable.
- (d) Where a shift is permanently cancelled, rebooking will take place within seven (7) days. Rebooking will begin from the affected run/block downward according to seniority.
- (e) Any shift, which is significantly changed, on a permanent basis will be considered as a permanently cancelled shift and a re-booking will take place within seven (7) days. Rebooking will begin from the affected run/block downward according to seniority. A significant change will be defined as a change of two (2) hours or more in the start or finish time of the shift, per day, or a change from full-time to part-time.

10.03 The employer will post all routes with the start and finish time of all pieces of work up for bid in the mailboxes of all Operators with as much notice as possible before signup. All operators will have thirty (30) minutes to respond to the call and if an Operator is not available within that timeframe said Operator shall be placed by the Employer and Union Representative in a run closest to hours and days of that employee's last run. All Operators who work the night shift or who are on holidays will be required to submit in writing their choices of routes they would like to bid on. These submissions must be signed and dated by the Operator. The Employer shall be responsible to notify all Employees of sign up.

#### 10.04 Calculation of a Shift

For any cancellation of full time work, the Company will endeavor to provide alternative work. Should the Company be unable to provide such work, the employee will be made whole. Should the employee refuse the alternate work, no compensation will be applicable. **This will not apply to blocks of work that are shortened in total hours of work.**

Note: For the purposes of 10.04 full time work is defined as runs shown on the sign-up detailed in 10.02 (c).

Note: Alternate work is any available work normally performed by a driver.

### ARTICLE 11: PAYMENT OF WAGES

#### 11.01 Payment of Wages

- (a) A pay cheque shortage of more than \$100.00 dollars shall be corrected by the end of the next regular business day when the Employer is responsible for the shortage. Otherwise, the shortage will be rectified on the next pay cheque.
- (b) Payment of wages will be made on a bi-weekly direct deposit basis; the amounts will depend on the number of hours worked and subject to mandatory deductions.

#### 11.02 (a) Union Pins and Clothing displaying the Union Insignia

All bargaining unit employees shall be entitled to wear ATU pins at all times in the work place and while performing work for the Employer. Clothing embroidered with the A T U insignia may be worn if approved by FirstCanada ULC designate in the workplace and while performing work for the Employer.

- (b) Uniforms: Any employee required by the Employer to wear as a uniform shall have that uniform provided free of charge by the Employer. Uniforms will be supplied in both male and female styles to fit. Upon completion of the probationary period each employee shall receive:

- three (3) pairs of pants
- three (3) shirts
- three (3) golf shirts
- two (2) pairs of shorts

- one (1) Winter park (to be replaced on proof of need)
- One 3-In-1 Jacket
- two (2) ball caps
- one (1) suitable Winter hat
- one (1) rain coat (Cost split 50/50 between Company and Employee)
- Safety footwear - **The Company agrees to reimburse the employee for the cost of Company required C.S.A. approved safety boots/shoes to a maximum of \$150.00 every two calendar years. The employee must provide proof of purchase and reimbursement will be included in the employee's pay.**

Uniforms provided shall ensure adequate appearance, comfort weather protection and durability. Employee needs regarding allergies will be accommodated. All clothing provided by the Employer, (except shirts) will be cleaned by the Employer, within budget limits set by the Employer. The employer will replace the clothing every two years or when deemed necessary.

**11.03 The Company will meet twice yearly with the local Union Reps to discuss any issues related to the Uniform requirements of the Agreement.**

ARTICLE 12: OVERTIME

12.01 Overtime Defined

(a) Employees working in excess of ten (10) hours a day, or forty (40) hours a week shall be paid at the rate of one and one half (1 ½) times.

This language is not applicable to work designated on the sign-up to operate in excess of ten (10) hours and less than twelve (12) hours. The number of such shifts not to exceed an additional 10% of number at ratification.

(b) All overtime must be authorized by FirstCanada management.

(c) Callouts

Any employee working on a scheduled day off shall be paid one and one half (1½) their rate of pay.

(d) In emergency cases only, the Supervisor may drive as long as they have the qualifications and in no way shall be used to take away work from Union Employees. The Supervisor can only drive until a replacement Operator is available. The replacement Operator shall be paid from the beginning of the assignment or for the time the Operator becomes available whichever is latest.

12.02 Compensation for Overtime

Payment for Overtime shall be one and one-half (1 1/2) time the regular rate of pay for employees.

12.03 No Lay-Off to Compensate for Overtime

An Employee shall not be required to reduce his regular scheduled hours to avoid overtime payment.

ARTICLE 13: PUBLIC HOLIDAYS

13.01 The Employer recognizes the following as public holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labour Day       |
| Good Friday      | Thanksgiving Day |
| Victoria Day     | Remembrance Day  |
| Canada Day       | Christmas Day    |
| Saskatchewan Day | Family Day       |

The Employer and the Union may mutually agree that any public holiday shall be observed by Employees on a specified working day other than the public holiday and in such case the day so specified shall be deemed to be that holiday for the purpose of the Article.

### 13.02 Lieu Days

When a general holiday falls within an employee's vacation period, the employee shall be entitled to a day in lieu of the general holiday with such a lieu day to be arranged at the mutual convenience of both the employee and Employer but to be taken no later than the end of the pay period following the pay period containing the general holiday

The employee will request the day in lieu not less than seven (7) days prior to the date on which they intend to take the lieu day. The Employer shall provide a reply in writing, within three (3) working days of the request being received.

- 13.03 (a) The amount paid for a public holiday to any Employee who does not work on such day is calculated in accordance with the following formula:

$$\text{Amount} = \frac{W}{20}$$

W is the total of the wages earned by the Employee during the four (4) weeks immediately preceding the public holiday, exclusive of overtime.

- 13.04 The amount to be paid for a public holiday to any Employee who works on that day is the total of:

- (a) The amount to which the Employee would be entitled pursuant to Section 13.02 if the Employee did not work on that day; and
- (b) The amount of wages, calculated at a rate of one and one-half (1 ½ x) times the Employee's regular rate of wages, for the time worked on that day.

### ARTICLE 14: VACATIONS

- 14.01 (a) The cutoff date for the purposes of determining vacation leave and pay entitlement for each Employee shall be the end of the last pay period in December.

(b) Continuous Employment, for the purposes of this Article only, means a period of 52 consecutive weeks in which an Employee's employment is not broken by a period greater than 26 consecutive weeks.

- 14.02 (a) An Employee who has twelve (12) months or more but less than ten (10) years of continuous employment, as of his anniversary date, will be entitled to fifteen (15) working days of vacation leave and vacation pay equal to 3/52nd of his wages for the twelve (12) month period immediately preceding that anniversary date.

(b) An Employee who has ten (10) years or more **and less than fifteen (15) years** of continuous employment as of his anniversary date is entitled to 20 working days of vacation leave, and is entitled to vacation pay equal to 4/52nd of his/her wages for the (12) month period immediately preceding that anniversary date.

**(c) An Employee who has fifteen (15) years or more of continuous employment as of his anniversary date is entitled to 25 working days of vacation leave, and is entitled to vacation pay equal to 5/52nd of his/her wages for the (12) month period immediately preceding that anniversary date.**

**Rates as follows:**

**Three (3) weeks of vacation after 12 months of continuous service.**

**Four (4) weeks of vacation after ten (10) years of service.**

**Five (5) weeks of vacation after fifteen (15) years of service.**

- 14.03 (a) An Employee shall be entitled to take vacation pay only after necessary vacation leave credit has been earned. When an Employee's vacation leave is scheduled for other than one (1) continuous period, the vacation pay payable for each of the portions shall be paid in the pay period in which each portion of the leave falls. An Employee shall take a minimum of five (5) days of vacation leave at one time unless otherwise approved in writing by the Employer.

**(b) The Employer will post a vacation signup sheet with the weeks and number of employees that may select that week. Full Time employees will select their weeks in seniority order in accordance to the**

rules below. The signup sheet will be posted prior to January 15th and each employee will be given a signup date (3 employees per day). Vacation choices may be submitted in writing if the employee will be unavailable at their signup time. An employee missing their signup time will be allowed to choose any open blocks at the time they submit a vacation choice.

There shall be two signups for the period of May 1 to April 30. The first signup shall commence on the first Monday in February. An employee shall be permitted to select weekly blocks of vacation to a maximum of 2 weeks. A second signup will commence on the first Monday in March. On the second signup an employee shall be permitted to select any remaining weeks of entitlement. The selection of vacation is dependent on the availability of vacation blocks. Any remaining open blocks will be allocated on a first come - first serve basis.

Vacation changes shall be permitted up to two (2) weeks prior to the requested week provided there is availability for that week.

The Employer shall update the vacation signup sheet as selections or changes are made.

There shall be a minimum of three (3) available blocks per week. The Employer may increase the number of blocks available per week subject to operational requirements.

- 14.04 Each Employee shall take his vacation leave within twelve (12) months after the cutoff date on which he becomes entitled to it.
- 14.05 Wages are defined as all pay received from the Employer for work or services performed by the Employee for the Employer.
- 14.06 An Employee who ceases to be employed will be paid the amount of vacation pay then owing to him within fourteen (14) days of the date of termination.

#### ARTICLE 15: SICK LEAVE

- 15.01 (a) Sick time shall be accrued at a rate of **0.02 (2.0%)** for each hour worked in the calendar year.

Example: An employee working 1500 hours in **2019** will accrue 30 hours of sick time for use in **2020**  
(1500 hours x .020 = 30 hours)

An employee working 2000 hours in **2019** will accrue 40 hours of sick time for use in **2020**.  
(2000 hours x .020 = 40 hours)

**July 1, 2020 increase by .01(1.0%) for a total of 0.030.**

**Example: An employee working 1500 hours in 2020 will accrue 45 hours of sick time for use in 2021**  
(1500 hours x .030 = 45 hours)

**An employee working 2000 hours in 2020 will accrue 60 hours of sick time for use in 2021.**  
(2000 hours x .030 = 60 hours)

Sick time may be accumulated to a maximum of eighty (80) hours. Any accumulation, in excess of 10 day eighty (80) hours, will be paid out or at the request of the employee rolled into the employee's RRSP.

Withdrawals from the Sick Bank must be in four (4) hour portions.

#### ARTICLE 16: LEAVE OF ABSENCE

- 16.01 Leave of Absence for Union Business of Public Duties

- (a) Upon request to the Employer, an Employee elected or appointed to represent the Union shall be allowed leave of absence without pay upon three (3) days prior notice whenever possible. The Union will attempt to limit the number of representatives absent at any given time to two (2).
- (b) If a member of Local 588, with at least two (2) years of service is elected to a full-time or part-time position with the Union, International or other Labour body with which the Union is affiliated, the member shall be granted a leave of absence without pay for a maximum of one (1) year. The Union agrees to provide three (3) days notice to the Employer. This period shall be extended upon application to the Manager provided the

member still holds said Union position. During the period the member shall accumulate seniority rights. The Union will attempt to limit the number of representatives absent at any given time to two (2).

#### 16.02 Paid Bereavement Leave

After three (3) months of Continuous Employment with the Employer, every Employee is entitled to and shall be granted, in the event of the death of an immediate family member, three (3) days of paid leave *equivalent to what they would have earned had they worked the actual day (s)* and up to an additional two (2) days of unpaid bereavement leave on any of his/her normal working days that occur within the period commencing (1) week before and ending one (1) week after the funerals relating to the death in respect of which the leave is granted. For the purposes of this bereavement leave, the meaning of immediate family is that outlined in the Labour Standards Act.

#### 16.03 Time Off for Voting

This Agreement is subject to the applicable Elections Act.

#### 16.04 Maternity and Parental

Maternity and Parental leaves will be in accordance with applicable law – Saskatchewan Labour Standards Act and subsequent amendments.

#### 16.05 Leaves of Absence

- (a) A personal leave of absence shall not be granted for the purpose of allowing an employee to take another position temporarily, try out new work or to venture into business for himself/herself and an employee accepting employment or venturing into business for him/her while on such leave of absence shall be terminated by the Employer.
- (b) Seniority shall accrue during personal leave provided the employee continues to pay Union Dues.
- (c) While it is the exclusive prerogative of the Employer to grant a leave of absence, an employee who has completed at least one year of employment may apply for a leave of absence without pay and without benefits. The Employer will consider the individual circumstances, the urgency, and the importance of the reason for the request and the efficient operation of the Employer at the time of leave. A request for such leave shall be made in writing stating the reasons; at least, except in extenuating circumstances, one (1) month prior to the desired commencement date of the leave, up to a maximum of three months. If the Employer grants such leave it shall confirm the terms of the leave in writing with a copy to the union.
- (d) In the case of sickness or other exceptional circumstances the employer may extend a leave of absence, such extension will be confirmed in writing with a copy to the Union.
- (e) If an employee does not return from approved leave of absence on the agreed date of return, it will be deemed the employee as abandoned his/her position will be terminated.

#### 16.06 Jury Duty

In the event that an employee is required to serve as a juror or to appear in court as a witness, the employee shall suffer no loss of pay, providing the juror's fees or the witness fee is paid over to the Employer.

When an employee, outside of regular work hours, is required to appear in court as a witness related to Paratransit business, the employee will receive pay at straight time rates for those hours required to be in court. Such time off will be taken as agreed to between the Employer and the employee.

### ARTICLE 17: SENIORITY, VACANCIES AND PROMOTIONS

#### 17.01 Seniority Defined

- (a) The Employer will attempt to create as many full-time positions as possible and attempt to create runs which provide as many Employees as possible with forty (40) hours per week.
- (b) Continuous Service Dates: Seniority is defined as continuous service while in the employ of the Company. Seniority starts to accumulate when an Employee successfully completes their one-hundred (100) hours of

training as provided. The Employer shall advise the Union of said date. Seniority also accumulates when an employee is receiving wages or wage replacement payment (Workers Compensation), or on a leave of absence when authorized by the Company and agreed to by the Union, or layoff of five (5) months or less.

(c) Seniority will be defined in two (2) groups:

- (i) Full time; and
- (ii) Casual

#### Definition of Full Time

All Employees who maintain a minimum of thirty (30) hours per week for four consecutive weeks shall be deemed Fulltime employees. The minimum 30 hours per week must be maintained in order to retain fulltime status.

#### Definition of Casual

Any Employee who restricts their availability to the Company. Casual drivers must submit, to the Company in writing, their bi weekly availability. Employees shall hold their seniority in this class only.

(d) If a driver chooses to request a move from the full-time to the casual list, their seniority shall be frozen. The move to the casual list shall commence at the time of a sign-up and be for the period of the sign-up. Upon their return to the fulltime list their seniority shall resume. A driver may choose to move to the casual list on no more than **once** in a calendar year, which cannot be in the summer months (June, July, August). **Furthermore, this move can occur no more than twice in their driving career.** The request must be submitted to management on the 15th day of the month prior to sign-up for the period the request covers. To be on the casual list, the driver must comply with the definition of casual driver as outlined in Article 17.01, if the driver chooses to limit availability to less than 2 (two) shifts per week, then it is considered a leave of absence and is subject to Article 16.05. Any driver making a request from full time to casual must first exhaust their current year holiday allocation. All requests are subject to management approval.

(e) Seniority will be accumulated by length of service in each classification.

### 17.02 Loss of Seniority

An Employee shall lose his/her seniority and his/her employment and shall be deemed to be simultaneously terminated if he/she:

- (a) Voluntarily resigns his/her employment with the Employer or retires;
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration provisions of this Agreement;
- (c) Is absent from work for three (3) consecutive scheduled working days or more without notifying the Employer of a satisfactory reason;
- (d) Is laid off for a period of more than five (5) consecutive months;
- (e) Is laid off and fails to return to work for the Employer within fourteen (14) calendar days after the day on which he/she was notified at his last known address by registered letter or telephone to return to work. The Employee shall be responsible to keep the Employer informed of his current address and telephone number; and
- (f) Has employment with an Employer that is not affiliated with FirstCanada ULC which interferes or conflicts with the performance of his scheduled employment with FirstCanada ULC.

### 17.03 Seniority on Transfer to Work outside of the Bargaining Unit

If an Employee takes a position outside of the bargaining unit, he shall retain his seniority accumulated prior to the date of such transfer, for a retention period of six calendar months. On or before the end of the six calendar months, the Employee must either exercise his seniority rights to return to the bargaining unit, or relinquish all such seniority rights. Should the Employee return or be returned to the bargaining unit by the Employer for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising that privilege.

- 17.04 A vacancy occurs, when in the opinion of the Employer, there is adequate work to justify the filling of a position. If such vacancy occurs it shall be posted for seven (7) calendar days on the Employer's premises. The Union will receive a copy of the posting and of any appointment of a successful applicant for the vacancy.
- 17.05 In the event of a vacancy in accordance with Article 17.05 the vacancy shall be filled in accordance with the following provisions:
- (a) By the most senior applicant in the other classification, provided that the Employee has the qualifications and ability to adequately perform the work;
  - (b) If the vacancy cannot be filled in accordance with 17.06 (a), it will be filled by the most senior casual Employee (by date of hire) who is qualified and has the ability to adequately perform the work and who was normally scheduled to work at least twenty (20) hours in the previous four (4) week period; and
  - (c) If the vacancy cannot be filled in accordance with 17.06 (a) and (b), it will be filled by the most senior casual Employee (by date of hire) who is qualified and has the ability to adequately perform the work.
- 17.06 A current seniority list shall be sent to the Union and posted on the bulletin board every (3) three months or sooner if changes occur.
- (a) Any Employee wishing to protest their seniority, must do so by formally providing their protest in writing and submitting it to their Supervisor and to the Union within fourteen (14) calendar days of the posting of the seniority listing.
  - (b) Any Employee wishing to protest their seniority, must do so by formally providing their protest in writing and submitting it to their Supervisor and to the Union within fourteen (14) calendar days of the posting of the seniority listing.
  - (c) By the most senior applicant, provided that the Employee has the qualifications and ability to adequately perform the work.

#### ARTICLE 18: PROBATIONARY PERIOD

- 18.01 All Employees shall be on probation for a period of the lesser of five hundred twenty (520) hours actually worked or six (6) months from the most recent date of hire by the employer.

#### ARTICLE 19: STAFF CHANGES

- 19.01 An Employee filling a new or vacant position can voluntarily return to his former classification within the first three (3) months without loss of seniority.
- 19.02 Notice upon Termination
- (a) An Employee is requested to and should provide to the Employer two (2) weeks notice upon termination his employment.
  - (b) The Employer will send the Union secretary a copy of all termination letters or notices within seven (7) calendar days.

#### ARTICLE 20: LAY OFF AND RECALL

##### 20.01 Advance Notice of Lay Off

The Employer shall notify Employees in writing who are to be laid off or terminated, other than for cause, as follows:

- (a) One week's written notice, if the period of employment is less than one year; two weeks' written notice, if his period of employment is one year or more but less than three years;
- (b) Two weeks' written notice, if his period of employment is one year or more but less than three years;
- (c) Four weeks' notice, if his period of employment is three years or more but less than five years;
- (d) Six weeks' written notice, if his period of employment is five years or more but less than ten years; and
- (e) Eight weeks' written notice, if his period of employment is ten years or more.

- 20.02 (a) The parties in this Agreement agree to the principle of last on, first off and last off, first on in the event of a lay off in the Paratransit Division, subject to qualifications and ability to adequately perform the work.
- (b) Employees given notice of lay off shall have the right to exercise bumping rights in their formerly held classification or alternatively to accept the lay off and exercise their right to recall by seniority. Employees who have worked and established seniority in previously held classification shall have the seniority earned in such classification retained for the purpose of bumping to avoid lay off, subject to qualifications and ability to adequately perform the work.
- (c) Recall Rights
- (i) Following a lay off, Employees affected shall have the right of recall, by seniority, to their former classification or to another classification within the bargaining unit, subject to qualifications and ability to adequately perform the work. In the even a laid off Employee is not recalled to the classification, from which he was laid off, and the other classification within FirstCanada ULC has vacancies or new positions are created or become available, laid off Employees, if qualified, shall be recalled by seniority to fill those positions, prior to FirstCanada ULC hiring new Employees.
- (ii) It is agreed that laid off Employees shall provide FirstCanada ULC with their current address and telephone number in order to retain their recall rights. Employees laid off shall have their right to refuse a recall for a temporary position or to a position in another classification and will not lose their rights as outlined in this sub clause by refusing the same. Employees who fail to report for duty within fourteen (14 days of receipt of notice of recall to their former classification or to another classification within the bargaining unit for which they are qualified, other than a temporary position, will be deemed to have terminated their employment.

#### ARTICLE 21: LABOUR MANAGEMENT RELATIONS

##### 21.01 Representatives of the Amalgamated Transit Union

Employees shall have the right at any time, to have the assistance of a representative(s) of the A.T.U. when meeting with the Employer concerning discipline or terms and conditions of employment. The employer will provide the union with as much advance notice as possible: Non emergent matters one days notice, emergent matters four (4) hours notice to immediate notice.

21.02 Committees for occupational health and safety will be established according to legislation.

##### 21.03 Labour Management Meetings

Management and representatives of the Union will meet bi-monthly or as necessary to discuss problems and concerns. There shall be an equal number of representatives from Management and the Union and each shall alternate chairing the meeting. Minutes shall be taken by the Party not chairing and these minutes shall be distributed not later than seven (7) days following the labour/management meeting.

##### 21.04 Employee Meetings with Management

When an employee attends a meeting with management during the employee's regular working hours, the employee will suffer no loss in pay or benefits.

The Employer shall make reasonable efforts to schedule meeting during an employee's regular working hours.

When an employee is required to meet with the employer outside of his/her regular hours, the employee shall be paid at regular time.

##### 21.05 Conflict of Rules

This Agreement shall take precedence over any work place rules. In the event of conflict between the contents of this Agreement, and any rule made by the Employer, or on behalf of the Employer this Agreement shall take precedence over said rule.

The Employer shall have the right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this collective agreement.



The Employer will notify the Union in writing of all changes in policy, rules and regulations.

Any change to rules, regulations, and policies shall be posted and distributed to all employees in order to uniformly advise all bargaining unit members. Prior to implementation, the Union may request to meet with the Employer to discuss the intent and purpose of any new rule, policy, or regulation.

Disagreements concerning the implementation of any rule, policy, or regulation conflicting with the terms of this Agreement are subject to the grievance procedure contained in this Agreement. If the Union fails to file a grievance within (14) days after implementation, the new rule, regulation or work-related policy change will stand as implemented.

## ARTICLE 22: GRIEVANCE PROCEDURE

### Definition

- 22.01 It is the mutual desire of the parties hereto that complaints and grievances of Employees, the Union and the Company shall be adjusted as quickly as possible, and the following procedures shall apply to all such complaints or grievances. It is understood that a complaint does not become a grievance until the Employee has first given the immediate supervisor or designate an opportunity to adjust their complaint. A grievance shall be defined as a difference between the Employees and the Employer or the Union and the Employer, with respect to the meaning, application or alleged violation of this Agreement including a question of whether the matter is arbitral.
- 22.02 STEP 1: An Employee shall attempt to resolve the complaint through discussion with their immediate supervisor or his designate.
- 22.03 STEP 2: If the matter is not satisfactorily dealt with at step 1, a written grievance signed by the Employee shall be submitted by the Union to the Manager or his/her designate within fourteen (14) calendar days immediately following the day of the event or circumstances giving rise to the grievance. The written grievance shall clearly state the nature of the grievance; the section or sections of the Agreement which are alleged to have been contravened and the exact manner in which each section or sections are alleged to have been contravened as well as the specific remedies sought in respect of each allegation. The Manger or his designate shall meet with the Employee and a representative of the Union to discuss the grievance within seven (7) calendar day after receipt of the written grievance. The Manager or his designate shall within seven (7) calendar days after such meeting, state his decision in writing to the Union.
- 22.04 STEP 3: If the matter is not satisfactorily settled at Step 2, the written grievance shall be submitted to the Director of Labour Relations or his designate within seven (7) calendar days after receipt by the Union of the written decision of the Manager or his designate in Step 2. Director of Labour Relations or his designate shall meet with the Employee and a representative of the Union to discuss the written grievance within twenty-one (21) calendar days after receipt of the written grievance in Step 3. The Director of Labour Relations or his designate shall state the Company's decision in writing to the Union within seven (7) calendar days after the day of the meeting.
- 22.05 Union Policy Grievance
- If the Employer is alleged to have contravened any provisions of this Agreement and such contravention directly affects more than one (1) Employee and each such Employee would be entitled to process a grievance, the Union may initiate a written grievance on behalf of the aggrieved Employees. The written grievance shall clearly state the nature of the grievance; the section or sections of the Agreement which are alleged to have been contravened and the exact manner in which each section or sections are alleged to have been contravened as well as the specific remedies sought in respect of each allegation. Such group grievance shall be initiated at Step 2 of the grievance procedure within fourteen (14) calendar days after the day of the even or circumstances giving rise to the group grievance.

22.06 Employer and Union Grievance

A grievance arising directly between the Employer and the Union shall be initiated by either the Employer or the Union at Step 2 of the grievance procedure within fourteen (14) calendar days after the day of the event or circumstance giving rise to such grievance.

22.07 Initiation of Grievances re: Suspension or Discharge

In the event an Employee, who has completed the probationary period claims he has been suspended or discharged without just cause, such Employee shall submit a written grievance at Step 2 or the grievance procedure within fourteen (14) calendar days after the day on which he was notified by the Employer of his suspension or discharge.

22.08 Time Limits

The time limits set out in the grievance procedure are mandatory and can be extended by mutual written Agreement between the Employer and the Union. Any grievance not submitted within the time limits stated nor advanced by the grieving party within any of the time limits specified in the grievance Article shall be deemed to have been abandoned, and in that event, further recourse to the grievance procedure or to arbitration shall be forfeited. In the event that no answer to a grievance in any Step of the grievance procedure is given within the time limits specified, the grieving party shall be entitled to advance the grievance to the next Step of the grievance procedure.

ARTICLE 23: ARBITRATION

23.01 Processing Grievances

No grievance shall be submitted to arbitration which has not been properly processed in accordance with all the mandatory and requisite steps of the grievance procedure.

23.02 Time Limits

The time limits set out in the arbitration provisions of the Agreement are mandatory and can only be extended by mutual written Agreement between the Employer and the Union.

23.03 Arbitration

When a party desires that a grievance be submitted to Arbitration, that party shall notify the other party of its desire to submit the matter to Arbitration within thirty (30) calendar days after the day on which the decision at Step 3 of the grievance procedure was received. If notice is not given within this time, the reply and decision at Step 3 shall be deemed to have settled the matter. It shall not be eligible for Arbitration. The matter is to be submitted to a single Arbitrator mutually agreed by the Parties. If no agreement can be reached in selection of an Arbitrator, then an Arbitrator shall be assigned by the Minister of Labour.

23.04 Arbitration Procedure

- (a) The Arbitrator may, within the limits of the law, determine his own procedure and shall give full opportunity to all parties personally or through counsel to present evidence, make representations and present arguments.
- (b) In any Arbitration, the written grievance of the aggrieved Employee initiated at step 2 of the grievance procedure (or, in the case of a policy grievance, the written representations of the Union or the Employer at Step 2) and the decision of the Director of Labour Relations or his designate at Step 3 of the grievance procedure shall be presented to the Arbitrator, and the award of the Arbitrator shall be confined to the issues contained in these documents.

23.05 Powers of Arbitrator

- (a) The Arbitrator shall not in any manner whatsoever alter, modify or amend any part of this Agreement. He shall have no authority to make any decisions which are inconsistent with the provisions of this Agreement or decisions which modify, amend or alter any provision of this Agreement. If an Employee is terminated during the probationary period and the termination is for lack of suitability for the job, the Arbitrator shall uphold the termination. The Arbitrator shall have the authority, within the above limitations and within the law, to dispose of grievances in such manner as he may deem just in the circumstances.

(b) The findings and decision of the Arbitrator on all arbitral questions shall be final and binding upon all parties concerned except in circumstances where there are legal grounds for a Court application to be made.

23.06 Expenses of Arbitration

The Employer and the Union shall each pay one-half (1/2) of the fees and expenses of the Arbitrator.

23.07 Settlement by Grievance and Arbitration

The Employer and the Union agree that any grievance arising out of the terms of this Agreement shall be adjusted and settled in accordance with the grievance procedures, and the arbitration provisions of this Agreement.

ARTICLE 24: DISCHARGE, SUSPENSION AND DISCIPLINE

24.01 The Employee shall be notified in writing of any action and/or penalty as a result of any disciplinary procedure. A copy of the discipline will be provided to the Union. During any discussion with an Employee or any discipline, the Employee may be accompanied by a member (s) of the Union Executive or Union Grievance Committee. Verbal warnings do not require written notification.

ARTICLE 25: RESPECTFUL WORKPLACE

25.01 Human Rights

In recognition of the Canadian Human Rights Act we endeavor to provide a workplace free of discrimination in employment or any term of employment and in business practices because of race, creed, religion, colour, sex, sexual orientation, family status, marital status, disability, age (18 to 65), nationality, ancestry, place of origin, or receipt of public assistance as such terms have been interpreted by law. FirstCanada will provide for reasonable accommodation of your rights under the Code.

25.02 General/Sexual Harassment

FirstCanada seeks to provide an environment free of harassment of an individual on the basis of any of the prohibited grounds of discrimination as outlined. This includes the following grounds: race, creed, religion, colour, sex, sexual orientation, marital status, family status, mental or physical disability, physical size or weight, age, nationality, ancestry or place of origin, or receipt of public assistance. This includes ensuring that all employees work in an environment free of harassment. This implies that every employee, as well as all customers and the public, is entitled to an environment free of any conduct, comment, gesture, or contact of a sexual nature or any other that is likely to cause offence or humiliation or might on reasonable grounds, be perceived by the employee, as placing a condition on employment or on any opportunity for training or promotion. Harassment of any of the above will not be tolerated and will be subject to disciplinary measures.

25.03 Complaint Procedure

If you believe that you are the subject of or have observed discrimination covered under any one of the prohibited grounds of discrimination, promptly report your concern to your immediate Supervisor. If you feel the problem cannot be reported to your immediate Supervisor, or if the conflict is not resolved to your satisfaction, you may report the problem to the next level of management up to and including the President. In the case of harassment, you should make your disapproval known to the harasser immediately and keep a record of the details of the incident(s).

A Supervisor, who is approached by an employee indicating a concern regarding alleged or observed discrimination, will ensure that the complaint is handled in the same fashion as any other complaint initiated by an employee. The Supervisor will conduct a confidential investigation, including discussions with the persons involved, written statements of the circumstances and take appropriate action to resolve the complaint. We expect this to be completed within 15 working days. Any persons named in the complaint would have the opportunity to respond to the allegations against them. If appropriate, the Supervisor may attempt to mediate a resolution of the complaint.

25.04 Implications of the Human Rights Policies

Employees, who engage in discriminatory conduct prohibited by the Human Rights Code, will expose themselves to potential disciplinary measures and may also expose the Company to potential liability. Therefore, you are responsible for ensuring that the workplace and our dealings with employees and our customers are free of these practices and to take appropriate action to deal with them when such actions are observed or reported.

Conduct that is discriminatory will be subject to disciplinary action. If an employee makes an allegation and report of discrimination on the part of another employee, it must be recognized that although the Company's investigation of such cases are handled with tact and in confidence, even an investigation may have a potentially damaging effect on the career of the employee alleged to have engaged in the conduct. Consequently, any employee who knowingly falsely accuses another employee may also be subject to disciplinary action. A record of the complaint will only be placed on an employee's personnel file when corrective action requires discipline of that employee.

25.05 Employee Concern Resolution Process

FirstCanada ULC recognizes that a productive work environment requires that your problems or concerns be dealt with as fairly and quickly as possible. Problems left unresolved do not go away and usually only worsen. For this reason, you are encouraged to discuss any problems with your immediate Supervisor first. If you feel you cannot approach your immediate Supervisor or you are unable to settle it with them, you may take your problem or concern to the next levels of management. If you still feel the problem or concern has not been resolved or seriously considered, you may go directly to the President. In discussing your concerns, you may be accompanied by a fellow employee or another person of your choice.

ARTICLE 26: GENERAL CONDITIONS

26.01 Training

- a) A training committee will be established consisting of two (2) members of the union and two (2) members of management. Prior to any new training on any new equipment the committee will meet, review the proposed material and agree on the appropriate time period the training should take.
- b) When an operator is required to mentor a new operator, the mentoring operator will be paid a premium \$1.25 per hour.

26.02 Validity of Articles

If any provision of this Agreement should be held invalid by operation of law, or by any Court or Tribunal of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected.

26.03 Safety Measures

The Employer will take reasonable precautions for the safety of Employees in the performance of their duties and Employees will take reasonable precautions for their safety and the safety of others. Employees will co-operate with the Employer in safety and the prevention of accidents and may make suggestions related to safety concerns.

26.04 Plural or Feminine Terms May Apply

Whenever the singular or masculine terms are used in this Agreement they shall also mean the plural or feminine terms unless the context requires otherwise.

26.05 Bulletin Board and Union Communication

- (a) The Employer shall provide a bulletin board in a mutually acceptable location for the exclusive use of the Union. The employer shall provide supervised access to employees mailboxes, or such other forms of inter site mail communication shall exist, for the distribution of Union communications to its members. Nothing will be posted or distributed that disparages the Employer, the Union, or any other person or employee.
- (b) It shall be the responsibility of every employee to carefully read and adhere to all bulletins posted. When removed, a copy of the bulletin will be placed on a clipboard in the driver's room for future reference. A copy

of all posted bulletins shall be forwarded to the Union.

**(c) The employer shall provide a location for a lockable mailbox, to be installed by the Union in a common location where all employees have access.**

26.06 Time Off

Full-time Employees wishing to take time off, other than vacation entitlement, must provide at least **seven (7)** days written notice requesting his time off. Consideration of less than **seven (7)** days notice may be given, dependent on circumstances. Management has the right to approve such leave.

**Employees requesting a leave in excess of fourteen (14) days must first use any un-booked vacation entitlement before any leave will be granted.**

**Time off shall not be granted for the purpose of allowing an employee to work for another employer or entity, take another position temporarily, try out new work or to venture into business for himself/herself and an employee accepting employment or venturing into business for him/her while on time off shall be terminated by the Employer.**

26.07 Strikes and Lockouts

The Employer agrees that it will not cause or direct any lock-out during the term of this Agreement. The Union agrees that there shall be no strike, stoppage or slowdown during the term of this Agreement.

In the event of a legal job action by the Union or legal lockout by the Employer, pursuant to the Trade Union Act of Saskatchewan, the Parties may by mutual agreement agree on those services that may be maintained during the period and the Company agrees to provide the necessary access to its premises and the necessary equipment and Union agrees to provide the necessary staff.

26.08 Skills Upgrading

a) Where the Employer requires employees to upgrade their skill in order to operate or maintain new equipment, the cost of such required training shall be paid by the Employer and the employees whose weekly hours exceed forty (40) hours shall be paid for the time of such training in excess of forty (40) hours, at the rate of one and one-half (1 ½) times.

All employees who require training to operate or maintain new equipment shall be trained by a certified trainer provided by the Employer. No employee shall operate any new equipment without proper training. All employees will have documentation or be documented showing that they have been trained up to the standards set out by the Employer.

26.09 Orientation For New Employees

The Employer shall provide to the Union 30 minutes for an orientation for new employees. Time shall be allotted during the training program.

ARTICLE 27: CHARTER TRIPS AND EAP

27.01 Charters and Special Trips

When a driver is required to be away from Regina for the purpose of a charter or a special trip, he/she shall be refunded a sum of money sufficient to cover the cost of meals. Receipts shall be required up to a maximum payment of Fifteen (15) dollars per meal.

27.02 Employee Assistance Plan

The Employer will establish an employee assistance program at no cost to the employee.

ARTICLE 28: PERSONNEL FILES AND DISCIPLINE AND MEDICAL EXAM

28.01 Personnel Files

(a) Employees shall have the right to review their own personnel file in the presence of an Employer representative or representatives provided the request for an appointment has been made in writing to the Employer at least twenty four (24) hours prior. The access shall be given at a time mutually agreed between the Employer or designate and the employee.

- (b) Employees who are being given access to their personnel file may have a Union representative present to observe the review.
- (c) No disciplinary document shall be placed on a employee's personnel file without he employee having been made aware of the document.
- (d) Provided that there have been no further offenses, any reference to discipline shall be removed from an employee's file after twenty-four (24) months. All written complaints by the Company against employees shall be copied to the Union.**

28.02 Timelines of Discipline

The Employer shall make reasonable efforts to impose discipline (if required) within fourteen (14) calendar days from the date the Employer becomes aware of misconduct, or where an investigation is necessary, within fourteen (14) calendar days from the date the investigation was concluded.

28.03 Accident Reporting

When an employee is involved in a motor vehicle accident while operating a company vehicle; the Employer agrees that when an employee deems themselves unfit to continue work for that day, the employee shall be immediately relieved of their duties and shall be paid for all hours that said employee was scheduled to work on that day.

All employees will receive 30 minutes pay when requested to fill out an accident **or incident** report outside of their regular working hours **at applicable rates**.

**28.04 In a year when a medical exam is required to maintain an SGI commercial class of driver's license, employees covered under this agreement shall be reimbursed by FirstCanada the actual cost of such examination to a maximum of one hundred & twenty-five (\$125) dollars.**

**Receipt of payment must be provided to the Employer.**

ARTICLE 29: SECURITY AND SURVEILLANCE

The use of such equipment will be for the protection, safety and security of the staff, passengers, equipment and the financial resources of the City of Regina.

Such equipment shall be for security purposes and shall not be used to monitor an employee's performance or for entrapment.

Where video evidence exists, and is relied upon for discipline, based on a complaint the Union Officers or their designate will be afforded an opportunity to review the video evidence prior to an employee interview. It is understood that this protocol will not delay the investigatory process.

Union representatives who view the video prior to the employee being interviewed must agree to treat the details of the video in a strictly confidential manner until the Employer has allowed the employee to view the video. Such representatives may not advise the employee any details about the content of the video.

As the City of Regina retains ownership of the surveillance equipment and any video evidence, any request to review a video must be made, by the Company, directly to the City of Regina. Should the Company make a request for disciplinary purposes, the Company will notify the Union of such a request.

**SCHEDULE "A" – WAGES**  
(Effective July 1, 2019)

	July 1/2018	July 1/2019	July 1/2020	July1/2021
Start Rate	\$ 15.63	<b>\$ 15.86</b>	<b>\$ 16.14</b>	<b>\$ 16.46</b>
After 100 Hours	\$ 18.62	<b>\$ 18.90</b>	<b>\$ 19.23</b>	<b>\$ 19.61</b>
After 800 Hours	\$ 23.16	<b>\$ 23.51</b>	<b>\$ 23.92</b>	<b>\$ 24.40</b>
	RRSP - \$0.50	RRSP - \$0.50	RRSP - \$0.50	RRSP - \$0.50
Rates with RRSP Included				
Start Rate	\$16.13	<b>\$16.36</b>	<b>\$16.64</b>	<b>\$16.96</b>
After 100 Hours	\$19.12	<b>\$19.40</b>	<b>\$19.73</b>	<b>\$20.11</b>
After 800 Hours	\$23.66	<b>\$24.01</b>	<b>\$24.42</b>	<b>\$24.90</b>

\* Hourly rates as quoted above are retroactive to July 1, 2019. Retroactivity applicable to all earnings.

\* RRSP plan is for every dollar (\$1.00) contributed by employee the company contributes (\$0.50) fifty cents.

**Effective July 1, 2021 the Company will contribute \$0.50 per hour for each employee participating in the Plan as detailed below.**

- 1) The Company will provide a group RRSP or TFSA with the following conditions.
- 2) The Company shall contribute \$.50 for every hour worked.
- 3) In addition, the Company will contribute a 50% match of the Employee's contribution to a maximum Employee contribution of \$2.00 per hour.
- 4) Upon termination, an employee may collapse, transfer, or dispose of in any way the RRSP/TFSA registered to him/her.
- 5) An employee, once enrolled in the plan, may not opt out of the plan unless and until employment with the Company is terminated.
- 6) An employee shall not, as a condition of employment, withdraw any money contributed to their RRSP/TFSA.
- 7) Initial participation in the Group RRSP shall be voluntary.

\* Benefits for full time employees as described in the current benefits book provided to employees.

\* Benefits for part time employees will be as described in the Saskatchewan labour legislation.

\* Eyewear coverage

All employees will be eligible for an optical exam once every **two (2)** years, with First Canada paying up to a maximum of \$75 for such examinations.


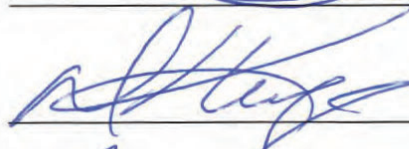
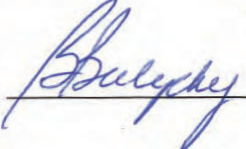
All employees will be eligible for eyewear coverage up to maximum **\$175.00** every two (2) years.

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agree upon in negotiations.

Signed this 30 day of October, 2019.

On behalf on the AMALGAMATED  
TRANSIT UNION, LOCAL 588

On behalf of FIRSTCANADA ULC.

  
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Letter of Understanding #1

Between:  
FirstCanada ULC  
and  
ATU Local 588

RE: Benefit Continuation During Absence

If an employee ceases to be actively at work due to a leave of absence other than a Maternity or Parental leave of absence that is mandated by legislation or Union leave as provided for in the Collective Agreement (i.e. Personal Leave), all plan benefit coverage will be discontinued until the employee returns to work.

If an employee ceases to be Actively at work due to Maternity, Parental or any other leave of absence that is mandated by legislation, all plan benefit coverage may continue for the period of leave to which the employee is entitled by legislation as long as the employee contributes their portion of the premium. If the employee chooses not to continue benefit coverage during the leave to avoid payment of premium they must submit a written signed notice to discontinue any required contribution along with the request for benefit termination.

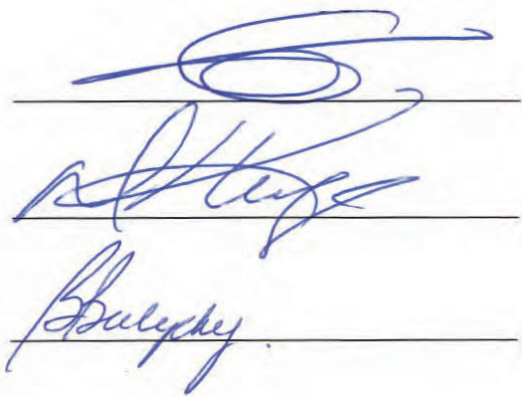
If an Employee ceases to be actively at work due to illness or injury, all plan benefit coverage will continue during disability while the Employee pays any required contribution, as follows:

- a. For non-occupational illness or injury for which the employee has provided appropriate evidence of their inability to attend work benefits are payable, for a period of time equal to 20% of your pre-disability years of service, subject to a minimum period of one year and a maximum of age 65.
- b. For occupational illness or injury for which WCB/WSIB benefits are payable, for a period of time equal to 20% of your pre-disability years of service, subject to a minimum period of two years and a maximum of age 65.

If an employee ceases to be actively at work due to a layoff, plan benefit coverage will continue for a period of 1 month following the month in which the layoff commences as long as the employee pays 100% of the cost of the premium.

Signed this 30 day of October, 2019.

On behalf on the AMALGAMATED  
TRANSIT UNION, LOCAL 588



On behalf of FIRSTCANADA ULC.



Letter of Understanding #2

Between:  
FirstCanada ULC  
and  
ATU Local 588

**RE: Lead Hand/Relief Supervisor**

With regard to the Relief/**Lead Hand** Supervisor position the following shall apply:

Both parties agree that a Lead Hand/**Relief Supervisor** (In scope position) may be required when a supervisor is absent.

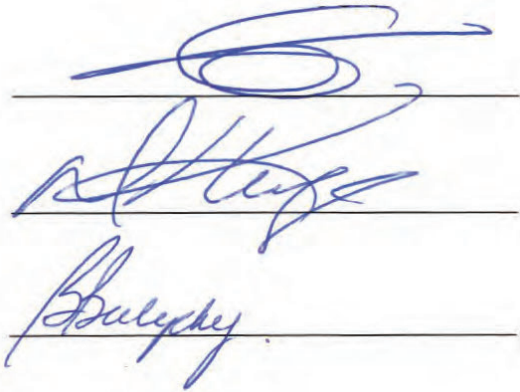
The said Lead Hand/Relief Supervisor (In Scope position) will be **selected** by the Company **from those qualified employees applying for the position through a posting process.**

**The most qualified employee will be awarded the position. Should one or more applicants have equal qualifications, the senior employee will be selected.**

The Lead Hand/Relief Supervisor will be responsible for day to day duties as prescribed and will not be responsible for directing or managing the workforce.

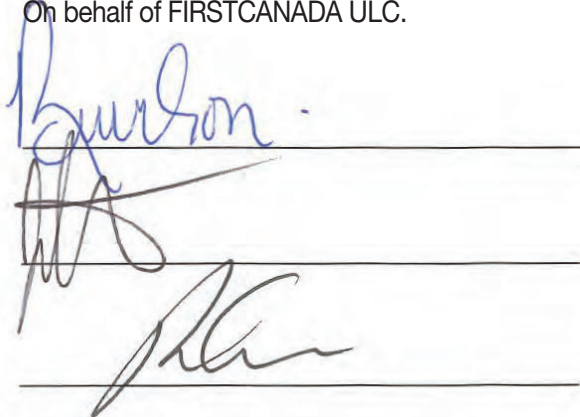
Signed this 30 day of October, 2019.

On behalf on the AMALGAMATED  
TRANSIT UNION, LOCAL 588



Three handwritten signatures in blue ink on horizontal lines.

On behalf of FIRSTCANADA ULC.



Three handwritten signatures in blue ink on horizontal lines.

Request for Proposals

Paratransit Operations and Maintenance Contract

RFP #5273

Addendum/Clarification #2

This Addendum/Clarification shall be incorporated into the Request for Proposal and shall form part of the contract documents.

September 16, 2020

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Revisions to RFP:

REVISE the RFP Timetable to read as follows:

Issue Date of RFP	August 24, 2020
Pre-Bid / Site Meeting	September 10, 2020 at 9:00 a.m. CST (SK)
Deadline for Questions	September 17, 2020
Deadline for Issuing Addenda	September 18, 2020
Submission Deadline	October 1, 2020 2:00 p.m. CST (SK)
Rectification Period	3 business days
Anticipated Ranking of Proponents	October 23, 2020
Contract Negotiation Period	14 business days
Anticipated Execution of Agreement	November 27, 2020

Request for Proposals

Paratransit Operations and Maintenance Contract

RFP #5273

Addendum/Clarification #3

This Addendum/Clarification shall be incorporated into the Request for Proposal and shall form part of the contract documents.

September 1 , 2020

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Minutes from the Pre bid meeting are attached to this addendum

Clarifications to RFP document: The following is a list of Proponent submitted questions and the associated City of Regina response. Firm names have been removed however the wording of the questions is otherwise identical as received.

**Question 1:** During the RFP meeting, bidders were advised that current employees and the union certification/collective agreement would transfer to the current contractor. Is this a requirement on the part of the City to ensure contract labour stability, or does this represent the City's understanding of the law applicable to successorship rights in Saskatchewan?

**Answer 1:** It is not a contractual requirement. The statement was made in error. Bidders are advised to make their own assessment of any applicable labour law in Saskatchewan.

**Question 2:** Can the City please provide a list of approved fuel stations in the City? This is critical as we analyze the impact that vehicle fueling, and travel to access fuel, will have on our total payroll hours.

**Answer 2:** Paratransit buses are fueled at the City's main fuel station located at 4<sup>th</sup> Avenue and Albert Street. If these fuel pumps are down, the contractor can fuel at a location of their choice and submit their receipts to the City for reimbursement.

**Question 3:** If the contractor is unable to find a facility that can house the entire fleet of buses inside immediately, will the City accept a proposal that includes the construction/erection of additional inside storage space within a specified time frame? What would be the maximum time frame post-contract commencement the City would allow (we assume that completing required indoor storage space prior to the winter season would be acceptable) for the contractor to meet this requirement?

**Answer 3:** It would be acceptable to store some of the buses outside for a period of time until additional storage space could be constructed. The City would require all of the buses to be indoors no later than November 15, 2021. The most important period of time that the buses are stored indoors are the cold weather months from November 1 – April 30 of each year.

**Question 4:** The time frame between final addendum being issued (if required) and submission deadline is very tight, particularly if information is provided by the City on September 18<sup>th</sup> that will materially impact a bidder's proposal or cost analysis. Will the City consider an extension of one week to the closing date based on this?

**Answer 4:** The City extended the closing date until October 1, 2020 in Addendum #2.

**Question 5:** Pre-Covid 19, on average how many same day changes are made to the scheduled run lengths (shorter and longer)?

**Answer 5:** On weekdays an average of ten and on weekends an average of five.

**Question 6:** Are there requirements or expectations for standby drivers?

**Answer 6:** No. It is up to the contractor to determine how all scheduled runs will be filled by operators.

**Question 7:** The service hour guarantee is lower than the current service. Is this decrease due to Covid-19?

**Answer 7:** The service hour guarantee is intended to allow the City of Regina budget flexibility.

**Question 8:** Appendix D A.4 states that the City is responsible for a small number of repairs. Is this statement just in regard to maintenance of the MDCs, tablets, radios, automated fare collection hardware/charging stations, and TransitLive hardware?

**Answer 8:** See Annex A, Paratransit Operations and Maintenance Agreement 4.3.19. – The City will pay repair costs related to the MDCs, tablets, TransitLive, radio, and automated fare collection hardware units subject to section 4.3.16. The City will also pay for repairs related to the automated fare collection charging and data collection system located at the Contractor's premises. Any repairs related to cameras, destination signs, or wiring related to the above will be the responsibility of the Contractor. The City will also pay for maintenance and repair costs related to potential fire suppression systems installed in buses.

## **Minutes of Pre-Bid Meeting – COR 5273 - Paratransit Operations and Maintenance**

In Attendance – First Group, Legacy Group, PWTransit, Engelheim Charter Inc, Classic Limo

### **Introduction and Background**

- The City is going to be undertaking a review of its entire Transit System including paratransit and developing a Transit Master Plan.
  - There is potential for an expansion of the services under this contract. Changes may include:
    - Changes to the Paratransit system
    - Integration with traditional transit, such as flex routing or on-demand services
    - 4 new buses were purchased with route signs
  - The City's Paratransit and Revenue Services branch is looking to partner with a contractor that is willing to grow with the City following the Master Transit Plan.
- Prior to COVID-19, paratransit had growing demands. There were wait lists and some denial of service due to lack of capacity. Paratransit has begun to rebound but took a significant hit due to Covid-19 related closures.

### **Questions and Answers**

**Q1. The Pricing Form only includes one hourly rate. Does the City want one rate, or do they want to have separate rates for regular time and stat holidays?**

A1 Provide one price. The City does not charge a premium and does not want to pay a premium for stat holidays. Proponents are to factor this when calculating their unit hour price.

**Q2. The sample schedule included 211 hours per day. Is this normal for the entire year?**

A2 Paratransit is utilized more during the winter months. But, over the last few years, many of the programs, our passengers attend, continue through the summer. There are also additional summer programs and other activities that pick up the slack. The fluctuation over the year is not typically more than 700 to 800 hours in any given month. Previous annual service hours over the last couple of years have been around 74,000.

Covid-19 initially caused a drop in ridership of 90% and there was a reduction in service to offset this. The ridership is slowly rebounding and is now down about 60% from expected, historical volumes. This is a slow recovery that the City anticipates will continue over the next year.

While the City can make no guarantees of the outcome, it is anticipated that the demand for paratransit services will continue to grow over the long term.

**Q3. There is an annual guarantee for the number of unit hours. Is there a monthly guarantee?**

A3 At this time the guarantee is only an annual calculation. If a vendor has an innovative or value add proposal to change this, this information should be included in their proposal.

**Q4. Are the supervisor positions described in the contract to be dedicated positions? Will the successful proponent be expected to maintain full coverage for the supervisor positions during vacations or if someone is sick?**

A4 Yes. Full coverage of dedicated supervisory staff must be maintained at all times. The successful proponent may, at their option, use other staff to act as supervisors to ensure full coverage. Supervisors, or acting supervisors, are not to perform other duties while they are performing the supervisory duties.

**Q5. Who provides the fleet?**

A5 The City purchases buses for paratransit use.

**Q6. What manufacturer provides the vehicles in the fleet? Are they all the same?**

A6 The majority of the fleet was purchased from Crestline and are GM Goshen and Startrans. The newest vehicles which are in the process of being purchased are from Western Bus and are Champions.

The list provided in addendum 1 includes requires a change. Since Addendum 1 was published a decision has been made to retire the 3 oldest buses on the list and replace them with 3 new buses that were originally designated for conventional transit.

**Q7. What is the replacement cycle for the fleet?**

A7 Typically, the vehicles are in service no longer than 6 years

**Q8. There appear to be two different lifts. Are there significant differences in operation?**

A8 The Ricon lift is the City's preferred lift, but it has been unavailable. The other lift is a Braun lift. There are slight differences between the two, but they operate very similarly.

**Q9. Can you provide additional information on the 100 hours of training that each driver must receive before driving passenger service?**

A9 The 100 hours is contractor paid, it includes all training as specified in Annex A. This includes 40 hours of on road driver training. There is an additional 20 hours of training that can be used to provide some components of the training that may be difficult to incorporate into the initial training period such as First Aid training.

**Q10. Do drivers need to be approved by the city?**

A10 Drivers must meet the minimum requirements set out in the contract. The City will send a Quality Assurance Coordinator to review and audit the employment file to ensure that drivers are meeting the minimum requirements.

**Q11. Will the new contractor be able to hire the existing drivers?**

A11 Hiring the existing drivers through successor rights is not a contractual requirement. Bidders are advised to make their own assessment of any applicable labour law in Saskatchewan.

**Q12. How does the City handle complaints against drivers?**

A12 If the City receives a complaint against a driver, a report is prepared and sent to the contractor for review and action. Depending on the circumstances, the video from the onboard cameras may be pulled and reviewed as well. This video will be available for the contractor to review upon request.

The contractor's response must include information about what was done to rectify the complaint and include an operator number that cannot be traced back by the City to the operator.

If the City receives a compliment about a driver that is shared with the contractor, it may include the individual's name so they can receive recognition.

**Q13. Has the city ever asked for a driver to be removed from the paratransit service?**

A13 The City has not made a request for a driver to be reassigned, but it has been very close to this in the past. Typically, the circumstances that would lead to this are safety related.

**Q14. How many cameras is each bus fitted with? What are the views?**

A14 7 cameras. Exterior rear view of the bus, Exterior forward view of the bus, view of the lift exterior, view of the lift interior, view of the operator compartment, interior pan of the back to the front, interior pan from the front to the back.

**Q15. What is the typical seat configuration for the buses? Are there other features the contractor should be aware of prior to bidding?**

A15 Buses are well equipped. All have sound deadening material on the roof. The majority of the new buses are a 15-seat configuration. The older vehicles are a 13-seat configuration. There is an integrated child safety seat on all buses. There are back up cameras, backing alert signals, air conditioning, and extra heating. All buses are gas.

**Q16. Do the onboard cameras (internal and external) include audio?**

A16 Yes, they include audio, but the audio from the exterior camera is typically of very poor quality.

**Q17. Do the cameras run 24/7?**

A17 The cameras are operational for the entire duration that a vehicle is running.



**Q18. How long is video kept if no incident is reported?**

A18 Video is kept for 10 days

**Q19. How many cameras capture external views?**

A19 Three. See A 14.

**Q20. Does the entire fleet require indoor storage?**

A20 Yes. The contract must provide indoor storage for all buses.

**Q21. How many buses are in the fleet?**

A21 There are currently 33 buses in the fleet. This could change and possibly increase as a result of the Transit Master Plan review.

**Q22. Are there passenger seat belts on all the buses?**

A22 Yes. All the buses are outfitted with seatbelts for all ambulatory customers. The newest buses have lap and shoulder belts. There are securement devices for wheelchairs. Each bus is also equipped with seatbelt extenders for any passenger that is not able to fastener the seatbelt without an extender.

**Q23. Can you tell us about the communication system?**

A23 The drivers will have a radio for communication with dispatch, supervisors, and one another. There are Trapeze data terminals in the buses at this time, but these are at end of life and will be replaced with a tablet configuration also using Trapeze DriverMate.

**Q24. What happens to the buses when they are removed from service?**

A24 The vehicles are sold at the City Salvage auction. The retired buses have been seen performing a wide variety of tasks throughout Regina.

**Q25. Is the city able to track the buses?**

A25 All buses are equipped with GPS. The City can verify the location of all buses at all times while in service.

**Q26. Can drivers use cell phones while driving for directions?**

A26 No. It is anticipated that the new tablet-based system will include turn by turn directions for drivers. If drivers need to use their cell phone for directions they must be pulled over and parked.



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