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City of Temiskaming Shores
Request for Proposal
PW-RFP-007-2022
Contract Transit Services

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFP, Bidders undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Proposal.

1. Objective

The City of Temiskaming Shores, in partnership with the Town of Cobalt, is requesting proposals for the operation of the public transit system utilizing City owned transit fleet.

The transit system includes four (4) conventional transit buses and one (1) standby conventional transit bus operating in the Cobalt to Dymond corridor. Services are anticipated to begin on January 1st, 2023.

Typical weekly operations include approximately 34 hours a day Monday through Saturday and 17 hours on Sunday.

2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,634, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

The City of Temiskaming Shores and the Town of Cobalt presently share a Public Transit System under the name of Temiskaming Transit (TT) which was established in 1976. The said public transit system is being administered by the City of Temiskaming Shores in consultation with the Temiskaming Transit Committee.

3. Definitions

3.1 **City:** means the Corporation of the City of Temiskaming Shores.

3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.

3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

4. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: PW-RFP-007-2022 “Contract Transit Services”

Addressed to: Kelly Conlin, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on November 9th, 2022**. The following provisions apply to this bid opportunity:

- late Proposals will not be accepted and will be returned unopened;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for 60 (days) days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

5. Questions

Any questions with respect to the scope of work or specifications are to be directed to:

Mitch McCrank, CET

Manager of Transportation Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4113

Email: mmccrank@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **October 28, 2022, 4:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Release of RFP:	October 7, 2022
Deadline for Submitting Questions:	October 28, 2022 @ 4:00pm
Deadline for Responding to Questions:	November 2, 2022
RFP Proposal Submission deadline:	November 9, 2022 @ 2:00pm
Final Selection, Notification, and Council Meeting:	To be scheduled after November 15, 2022, and before December 6, 2022

7. Information Session and Site Visit

No mandatory Site Visit is required. If Proponents wish to observe aspects of transit system, arrangements can be made by contacting Mitch McCrank (mmccrank@temiskamingshores.ca).

8. Scope of Work

The Temiskaming Transit is currently a 34-hour a day operation except on Sundays, which is a 17-hour a day operation. At all times, Monday through Saturday, there are two buses in service except on Sundays which utilizes one bus. The successful proponent will provide service daily

excluding these statutory holidays: Christmas Day, New Year's Day, Family Day, and Good Friday. All other Statutory days will run a 1 bus service.

There are two Routes within the Transit System, a Northbound and Southbound fixed route. The Northbound begins in Cobalt and ends at the Temiskaming Hospital. Southbound Begins at the Temiskaming Hospital and ends in Cobalt. The Route map can be found in Appendix B, which describes all the additional stops along the way.

One Transit bus begins service at 6 am in Cobalt and Ends at 10pm in Cobalt. The other Transit bus begins service at 7 am in Cobalt and ends at 11pm in Cobalt.

Currently there is a shift changeover at 2:20 pm and 2:40 pm which may be subject to change at the discretion of the successful proponent.

For the purposes of this RFP an estimated total Service Hours for the year is approximately 11,600 hours as per the above schedule. The City wishes to maintain no less than a level of service of 32 hours a day, Monday thru Saturday and 17 hours per day on Sundays. Schedule and Service Hours are subject to change based on the needs and requirements of the Transit Committee.

Proponent Scope:

The successful Operator shall operate the Transit System on the routes and timetables established by the Transit Committee as may be amended from time to time in accordance with this RFP and forthcoming agreement and shall have the following obligations and responsibilities:

1. Operator responsible for:
 - a. Salaries and Wages to Operators, Employees, agents and/or independent contractors;
 - b. Employer benefit costs and employment related Fringe benefits of all personnel including but not limited to E.I., CPP, WSIB, etc.;
 - c. Insurance as described herein Section 25;
 - d. Employer obligations pursuant to the Workplace Safety and Insurance Board, including the provision of a valid clearance certificate for the duration of the contract;
 - e. Providing and maintaining proof of all training, licensing and certifications or operators, meeting all licensing and Health and Safety obligations under the OSHA, Federal, Provincial regulation, Occupational Health and Safety Act, etc.;
 - f. Ensuring workplace employment policies for employees such as disciplinary policies, employments standards, etc. are in place;
 - g. Providing municipalities with an annual report of operations, training activities, complaints, etc. on or before March 31st of each year.

2. Overall Management of Contract (Contract Administrator) acting as the first point of contact for the contract responsible for:
 - a. Management and oversight of Transit employees and adherence to the contract;
 - b. Maintaining proper operating, accounting and any such records reasonably required by the municipalities;
 - c. Support City representatives with data collection and surveys;
 - d. Provision of training for operators to comply with all regulation or licensing requirements for the duration of the contract.
3. Supply Licensed Bus Drivers to satisfy the service level requirements as agreed upon to:
 - a. Ensure adequate number of Bus Drivers to fulfill the service hours at the discretion of the proponent;
 - b. Drivers must:
 - i. Ensure that each passenger remit payment or has a valid bus pass
 - ii. Responsible to keep facility in clean condition and the exterior of buses to be washed at the end of shift or changeover.
4. Supply Transit Manager / Dispatcher:
 - a. Responsible for the efficient and safe daily Transit Service;
 - b. Making real-time decisions for the Operations based on Driver inputs.
 - i. For example, reroute based on Road Closure or temporary Bus Stop relocation or start Winter Route.
 - c. Problem solving, managing scheduling and conflicts with drivers, holidays, and sick days;
 - d. Provision for appropriate hours of work to align with Transit Schedule;
 - e. Update and post public notices, including Social Media (Temiskaming Transit Socials) in real time and in accordance with the City's Social Media and Notice Policies, such as:
 - i. Late Buses
 - ii. Bus down
 - iii. Changes in Routes
 - iv. Additional relevant information
 - f. Remit Cash Fares and tickets weekly;
 - g. Coordinate with City Contractors for maintenance activities, in accordance to Maintenance Procedures;
 - h. Marketing and communications materials for Transit Service in conjunction with City;
 - i. Responsible for Complaints regarding Transit Operations, keeping adequate notes and reports and submit to municipalities in an annual report or upon request;

- j. Follow the Public Transit Policy and all other relevant policies of the City and report to the Manager of Transportation Services, or his/her designate, any significant incidents or potential incidents affecting service, liability or otherwise.
- k. Provide a cleaning service as to maintain the interior and exterior of the buses while they are not in use. This includes deep cleaning the inside, and properly cleaning the outside of the buses.

More information can be found in Appendix A.

Owner Scope:

- 1. Owner responsible for:
 - a. Paying Operator applicable fees as invoiced, within 30 days
 - b. Supplying Conventional Transit buses
 - c. Decaling of Buses
 - d. Administering the Transit Pass system
 - e. Determining the Routes and Bus Stops
- 2. Overall Management of Contract (Contract Administrator)
 - a. Manager of Transportation Services, or his/her designate.
- 3. Providing a Facility to house the Transit Operations
 - a. Facility to provide adequate shop, office, storage and parking spaces for the entire Transit Operations on a 3-year lease term
 - b. Dependent on successful proponent and agreement.
- 4. Providing and tracking fuel
 - a. Fuel Tank is located at the Public Works Yard, located at 200 Lakeshore Road.
- 5. Maintenance of Buses
 - a. All repair and maintenance are to be done in-house either through local mechanics or local shops;
 - b. Operator's Transit Manager to work with City representatives to timely inform of repair or maintenance work utilizing an agreed upon preventative maintenance schedule;
 - c. Owner to assist in coordination of repairs and maintenance. Standard Operating Procedure to be developed for Contractor to work with Maintenance Contractors.
- 6. Insurance provisions for fleet.

More information can be found in Appendix A.

9. Specifications

Pursuant to the Owner Scope, the following specifications are described as:

Fleet

1. 2021 Alexander Dennis E200 35'
2. 2020 Alexander Dennis E200 30'
3. 2016 New Flyer MiDi 30'
4. 2016 New Flyer MiDi 30'
5. 2015 New Flyer MiDi 35'

Proposed Facility

36' x 50' Shop space, including:

1. Two (2) heated garage bays

14' x 44' Office and Storage space, including:

2. Two (2) Offices, Storage room, Lunchroom and bathroom

Location is along the Fixed Route in New Liskeard.

Fuel

1. Fueling is available at a Tank located at the Public Works Shop
 - a. 200 Lakeshore Road, New Liskeard, P0J1P0
 - b. Location is along the Fixed Route in New Liskeard
 - c. Fuel Tank is equipped with a monitoring and tracking system

10. Term

The contract shall remain valid for a three (3) year term commencing January 1, 2023, and expiring on December 31, 2025.

11. Contract Renewal

The City, at its discretion, may unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated expiration date. In addition, by mutual agreement in the form of a written Contract modification, any resultant Contract may be renewed for supplemental periods of twelve (12) months each, and for a maximum of two (2) years, unless the City is eligible to obtain a significant cost and/or supply advantage by a proposed longer Contract renewal period.

12. Pricing

Pricing accuracy and completeness are critical and must be firm for acceptance at least ninety (90) days after the RFP closing date. All items being proposed in response to this RFP must be identified and priced on the Price Proposal Worksheet attached to this RFP.

13. Pricing Adjustment

The prices for work done under this Contract will be adjusted annually starting in the second year of the Contract based on the Statistics Canada Consumer Price Index (C.P.I.) Ontario – All Items Excluding Energy (2002 = 100). The price adjustment will be based on the June C.P.I. and will be effective July 1 of each year. The adjustment will be made before the monthly payment in August. The formula used shall be as follows:

New Price = Contract Unit Price X Ont. C.P.I. for June 20XX

Ont. C.P.I. for June 20XX – 1)

The resulting new unit price may be greater or less than the previous year's unit price.

14. Payment of Service

Upon Contract implementation, the City shall pay to the Contractor on a monthly basis for the Service at the rates specified on the Price Proposal Worksheet or at rates submitted and agreed upon in alternative proposals.

The City shall pay the Contractor within thirty (30) days of receiving an invoice from the Contractor, to be remitted and paid on a monthly basis.

15. Proposal Submission

Each proposal shall follow the format described herein:

1. Transmittal letter that will include the name, title, address, and phone number of the primary contact responsible for the proposal.
2. Statement of Qualifications
 - a. Qualification summary of the company
 - b. Qualification summary of and list of the staff intended for the project
 - c. Description of similar contracts
3. References. Descriptions of up to three similar assignments completed by the proponent. Include the name of the client, contact person, and telephone number.
4. Contract approach.
 - a. Provide a scope of work outlining operations plan
 - b. Provide a list of tasks
5. A discussion of proposed additions or modifications to the work scope included in this request.
6. Fee Proposal - Proposed operating fees by category
7. City of Temiskaming Shores Forms (1 though 3) at the bottom of this RFP.

16. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary. The City is not obliged to seek clarification of any aspect of a proposal.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposal. The City reserves the right to enter into further discussions in order to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the Municipalities respectively will be served.

The evaluation criteria will be as follows:

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications, Expertise and Performance on Similar Projects			
Past ability to successfully complete contracts	6	10	60
Stability and reputation of firm.	4	10	40
Qualifications of support staff.	5	10	50
Qualifications of senior staff.	5	10	50
20%			
Proposed Manager and Support Team			
Past experience in directing similar operations	5	10	50
Specialized expertise	5	10	50
Understanding of proposed scope	5	10	50
15%			
Completeness and Schedule			
Availability of key staff	5	10	50
Demonstrated customer service program	5	10	50
Methodology and Schedule for delivery of service	5	10	50
Quality assurance program	5	10	50
20%			
Knowledge of City Regarding the Operations			
Members of the team to be familiar with the City's infrastructure, and have a working knowledge of the area environment	10	10	100
10%			
Estimated Fees and Disbursements			
Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points.	35	10	350

Prices within a small differential will be scored as equal.			
35%			
Total:			1000

17. Labour, Goods, Materials and Equipment Suitable for Use

The Bidder warrants that any labour, goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Bidder may be required to provide written documentation that all materials or equipment offered in a Bidder's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

18. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. Every effort will be made to notify proponents; however the City reserves the right to withdraw or cancel this Request for Proposal without notice.

19. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid

may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

20. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

21. Safety

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and City and related property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal and provincial laws, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations set forth therein.

22. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

23. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

24. Independent Contractor Status of Proponent; Declaration of Conflicts

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City. The Proponent's attention is drawn to the provisions of the Occupational Health & Safety Act 2010.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

25. Insurance (from the Successful Proponent only)

The Contractor shall indemnify and hold harmless the City of Temiskaming Shores, its officers, council members, partners, agents and employees from and against all actions, claims demands losses, costs, damages, suits or proceeding whatsoever which may be brought against or made upon the City of Temiskaming Shores and against all losses, liabilities, judgments, claims, suits, demands or expenses which the City of Temiskaming Shores may sustain, suffer or be put to resulting from or arising out of the Contractor's omissions, or failure to exercise reasonable care, skill or diligence in the performed under the Contract or rendered by the Contractor, its agents, officials and employees. This indemnification shall include any adjusting fees, legal costs incurred by the City of Temiskaming Shores, including those incurred to investigate and defend any legal actions or criminal prosecutions against the City of Temiskaming Shores, resulting from actions of the Contractor.

As further security for such indemnity, the Contractor shall carry comprehensive general public liability and property damage, passenger hazard, and passenger property damage with an insurer satisfactory to the City in an inclusive amount of not less than five million dollars (\$5,000,000) per occurrence. The Contractor shall provide a Certificate of Insurance naming the City of Temiskaming Shores as an additional insured and shall be only cancelled on thirty (30) days written notice to the City by the insurer and the Contractor insure that the City is provided with a certified copy of the new policy of insurance forthwith. Proof of new or renewed insurance shall be filed with the City Manager of Transportation and subject to the approval of the City at least thirty (30) days prior to the expiration dates in such policies.

In addition, the Contractor shall provide collision, comprehensive, (fire, theft, etc.) insurance for the City's vehicles. Such insurance shall pay, in the case of total loss, the replacement value of the bus. The Contractor shall be responsible for all claims and damages within the deductible limit.

The policies shall include City of Temiskaming Shores as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

26. Workplace Safety and Insurance Board (WSIB) (from the successful Proponent only)

The Successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, a Clearance Certificate of good standing from the Workplace Safety & Insurance Board and shall provide proof of such for the duration of the contract.

The onus is on the Successful Proponent to comply with all applicable local and territorial standards and regulations, in effect and applicable by law in Ontario, Canada.

27. AODA Compliance

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

28. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

29. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

30. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

31. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

32. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

33. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

34. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

35. Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or

representative by means of discussions built around mutual understanding and respect;

- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

36. Cancellation

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 120 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

37. Indemnification

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

38. Unenforceable Provisions

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

39. Force Majeure

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

40. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores
PW-RFP-007-2022
Contract Transit Services**

Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

We/I hereby offer to enter into an agreement for the services, as required in accordance to the Proposal for a price of (must be CDN funds and without HST):

Operation of Conventional Transit Buses

Description	Hourly Rate	Estimated Hours (Annually)	Annual Cost (excl HST)	Total (with HST)
Overall Management / Contract Administrator / Insurances				
Bus Drivers				
Transit Manager				
Cleaning Services	Lump Sum			
		Total	\$	\$

1. The above rates are for year one (1) of the Contract only
2. Rates for subsequent years to be adjusted based on Consumer Price Index, Ontario All Items.
3. Proponents are encouraged to bid on individual line items. If they feel they can not meet the requirements of one aspect of the RFP yet can meet other aspects, please bid on those, and identify.

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 1 to be submitted.

**City of Temiskaming Shores
PW-RFP-007-2022
Contract Transit Services**

Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2022.

Bidder's Authorized Official: _____

Title: _____

Signature: _____

Date: _____

Form 2 to be submitted.

**City of Temiskaming Shores
PW-RFP-007-2022
Contract Transit Services**

Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2022.

Signature: _____

Bidder's Authorized Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

**City of Temiskaming Shores
PW-RFP-007-2022
Contract Transit Services**

Appendix A: Additional Service Information

Service Statistics

The existing conventional transit service included in this RFP represents approximately 11,600 Revenue Service Hours and 605,000 combined kilometers annually. Passenger trips are expected to exceed 100,000 in 2023.

The City Transit route lengths are approximately as follows:

- 35km for the North bound route
- 35km for the South bound route

Service Hours

Temiskaming Transit currently operates two fixed routes hourly which runs north and south between The Town of Cobalt, Haileybury, New Liskeard and Dymond in the City of Temiskaming Shores. All routes operate on a one-hour service from a departure location in Cobalt. Service hours operate from 6:00am to 11:00 pm 6 days per week and a two-hour service on Sunday's. Transit service does not run on statutory holiday, unless otherwise stipulated. Current transit route map is included as **Appendix "B"** of this RFP.

Adjustment of Service

The City reserves the right to adjust service at any time. Modifications to service may include, but are not limited to, extending, deleting, or adding routes or parts of routes and expanding or decreasing scheduled Revenue Service Hours, and increasing/decreasing days of operation. Scheduled Revenue Service Hours are determined by the City.

Bus stops

The Contractor shall allow passengers to board and de-board at all designated bus stops, including a "flagging system" on Lakeshore Road between Radley Hill and Sunnyside, Grant Drive and Hughes Lookout. Designated bus stops are indicated by a standard bus stop sign and/or shelter. Designated bus stops are placed by the City along all routes and include arterial streets, and some residential streets.

Service Monitoring and Contract Compliance

City representatives may, without prior notice, ride in all city-owned vehicles to ensure Contract compliance.

Contractor Responsibilities

The successful Proponent's, (i.e. the Contractor's) responsibilities shall include, but not be limited to:

- Meeting all operations, maintenance coordination, and customer service requirements specified herein;
- Paying all expenses associated or connected with operating the Service except as specifically noted in the agreement. All Contractor expenses shall include but are not limited to: effectively storing, maintenance coordination, and customer service functions, payment of salaries, wages and benefits to all retained staff, initial and

refresher training of all staff, insurance coverage, plating vehicles, applicable taxes, and all obligations pursuant to the Workplace Safety and Insurance Act,

- Successful bidder must have and show proof of a CVOR. This is an MTO standard for operating public transit buses and must be provided to the Temiskaming Transit Committee upon request and before award of this contract.
- Operating and managing the Service in accordance with the route maps, as amended from time to time;
- Complying with all applicable Federal and Provincial legislation, regulations, and local/municipal by-laws, and as they change from time to time during the Contract Term;
- It is the intent of the Contract to require the Contractor to provide ALL maintenance coordination to the 5 conventional transit vehicles listed in **RFP**. The City will be responsible for the provision of all buses and costs with maintenance and repair. More information can be found further within this Appendix.
- Operational training and supervision;
- Personnel administration including hiring, supervising, evaluating, promoting, disciplining and terminating employees, and collective bargaining negotiations, if applicable;
- Distributing transit route maps and timetables to the public on all buses (provided by the City), distributing or displaying such additional printed information or advertising as the City may provide and removing material designated by the City as out-of-date;
- Attending monthly formal staff meetings with the City, and other informal meetings as required. Some of these meetings include, but are not limited to: discussing operational and maintenance issues, joint blocking sessions, scheduling, and planning workshops. Frequency of meetings may increase/decrease as required during the Contract Term;
- Having adequate computer and phone equipment to facilitate the computerization of all reports and customer service. The Contractor shall supply compatible Windows and Office software and any computer hardware and software upgrades to ensure compatibility with the City's electronic reporting system during the Contract Term. The Contractor shall maintain, at its own cost, an active high speed Internet e-mail account capable of sending and receiving up to 10MB attachments. This account shall remain active throughout the Contract Term, and any extensions thereto;
- Providing and maintaining at the Contractor's site an operating scanner to allow for the electronic transfer of documents as required by the City;

- Providing or ensuring its management, inspectors/supervisors and other key staff have cellular phones, with e-mail capability (if available), for maintaining communications with their own staff and City staff,
- Producing a letter and/or certificate of good standing from the Workplace Safety and Insurance Board (WSIB) at the commencement of the Contract and from time to time as may be required by the City, and at Contract expiration, prior to any final payments.

Operating Requirements

The Contractor's responsibilities with respect to operating the Service shall include, but not be limited to:

- Operating the City-owned bus fleet, as amended from time to time. The Contractor shall not use any other vehicles, except for City-owned vehicles for fare-paying passengers, except in extraordinary circumstances, without written permission and prior approval from the City. The Contractor shall not use City-owned vehicles other than to provide the Service and training as specified in the Contract;
- Provide each driver with a uniform (worn daily) or an acceptable alternative and ensure that drivers maintain a clean and business like appearance;
- Providing supervision when Revenue Service is being operated;
- Ensuring transit manager staff have a minimum of two (2) years' experience in the transit field, including being qualified as a transit supervisor, bus operator, or alternative and comparable qualifications;
- Providing and staffing a dispatch office at the operations facility to communicate, via telephone, computer, e-mail and/or two-way radio system, with bus operators, transit supervisor(s), customer service, and applicable City staff during all hours of system operation. The Contractor shall maintain an official time clock at the dispatch office and shall ensure that its employees operate according to this time;
- Being responsible for the collection and protection of revenues and the operation of the fareboxes and related equipment;
- Distributing and collecting surveys or conducting manual passenger counts, as requested by the City;
- Recruiting and training a sufficient number of bus operators and other personnel to provide the Revenue Service;
- Maintaining a sufficient number of spare operators to meet all contingencies without disrupting Revenue Service;
- Endeavoring to hire and retain qualified bus operators to minimize operator turnover;

- Ensuring that there is a qualified dispatcher on duty during hours of bus operations (or unless otherwise directed by the City) plus one half hour before departure of the first bus from the Contractor's facility and for a period of time after the return of the last bus sufficient to receive all operator reports and to allow for the booking off of the last scheduled operator;
- Ensure that all bus operators are trained to verbally call-out all bus stops serviced on all routes (when automatic announcements are not available);
- All new hires shall complete and pass pre-employee screening, and must adhere to a periodic police background check and a vulnerable sector check.
- All bus operators shall possess a valid Province of Ontario Class BZ driver's license.
- Track and Report on service complaints.
- Update Temiskaming Transit Social Media, ie Facebook, with up to date issues or changes in routes.

Bus Operator Training

The Contractor shall train its bus operators upon hiring (the "Trainees") by providing classroom instruction and behind-the-wheel training on all vehicle types supplied to the Contractor by the City. The Coordinator, Transit and/or designate shall be permitted to attend Contractor training sessions, upon request, to review initial and ongoing training practices. Proof of training to be provided to the City.

The training shall emphasize defensive driving on all vehicle types, rules of the road, public and customer relations, bus operator conduct, fare structure and media, operating procedures, two-way radio procedures and familiarization with the Service Area. The Contractor shall ensure that the highest regard for passenger safety and comfort, including the practices set forth in a Defensive Driving Course recognized by the Ontario Ministry of Transportation (MTO) is stressed through the training;

Classroom Training

Classroom training at a minimum shall include:

- A defensive driving course recognized by the Ontario Ministry of Transportation (MTO) if the Trainee is not in possession of a Province of Ontario Class BZ license at hire;
- Operating procedures for the provision of Revenue Service, including but not limited to, schedules, routes, transfer policies, fares, and fare media;

- Passenger handling, including sensitivity training, and AODA customer service training, to assist operators gain an insight into the special needs and obstacles that persons with disabilities may encounter while using public transportation;
- Wheelchair accommodation including instruction in the use of on-board securement and occupant restraint systems;
- Relevant and applicable regulations under the Highway Traffic Act, R.S.O. 1990, c.H.8;
- Familiarization with the operation of all vehicle types and related emergency equipment including, but not limited to, the operation of fire extinguishers and emergency equipment including exit windows and roof hatches;
- Contractor rules and regulations;
- Emergency procedures, including spill-handling and accident report writing;
- Two-way radio procedures;
- Subject to City implementation during the Contract Term, any on-board automatic vehicle location (AVL) system operation and trouble reporting procedures, on-board electronic automatic bus stop announcement system operation, video monitoring procedures and trouble reporting, and electronic farebox operation;
- Workplace Hazardous Materials Information System (WHMIS).

Behind-the Wheel Training

Behind-the-Wheel Training shall include at a minimum:

- Basic safe driving skills;
- Controls, handling and maneuvering of vehicles;
- Pre-and-post trip inspection procedures;
- Driving instruction on all vehicle types and City routes required;
- Schedule and map reading;
- Operation of two-way radio system;
- Subject to City implementation during the Contract Term, any on-board AVL system operation, electronic automatic bus stop announcement system operation, on-board video camera system operation, and electronic farebox operation;
- Electronic destination sign operation;

- Night and early morning operation, as well as limited visibility issues;
- Operation of wheelchair and scooter lifts, ramps and occupant restraint systems;
- Passenger assistance training, including boarding and alighting persons who use wheelchairs under various conditions;
- Accommodating passengers with service animals;
- Inclement weather training; and
- Operation of spill-kit, fire extinguisher, battery cut-out switch, unless located inside the engine compartment, and other emergency devices.

Ongoing Training

- The Contractor shall maintain an ongoing training program by providing each bus operator with a minimum of eight (8) hours training annually. Training may include, but is not restricted to, behind-the-wheel or classroom training and specific areas of training requested by the City. This training will be in addition to any customer service training and consist of, but not limited to: Proof of training to be provided to the City.
 - a. legislation and procedure regarding customer accessibility and the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c.11 (AODA)
 - b. defensive driving;
 - c. pre-trip procedures;
 - d. inclement weather refreshers;
 - e. post preventable accident training;
 - f. training in the proper use of wheelchair/scooter ramps/lifts, including securement and occupant restraint systems; and
 - g. route and schedule changes
 - h. Transit Policies

Professional Standards

The Contractor shall ensure that all bus operators:

- Deal in a courteous and professional manner with passengers at all times;
- While on duty and in uniform, are not in possession, do not purchase, consume, or are under the influence of any narcotic, intoxicant (including alcohol), or harmful drug;
- Do not smoke while inside or within 10 meters of the entrances of vehicles at any time and enforce this policy with passengers;
- Do not operate any electronic equipment for personal use including cellular phones or portable radios while vehicles are in motion;
- Are alert, well rested and fit for duty prior to the commencement of their shifts;

- Are familiar with the routes, schedules, fare system and the correct operation of the fareboxes, and all other onboard devices;
- Operate on prescribed routes and maintain time schedules. Should deviation from prescribed routings occur for any reason, the bus operator shall immediately notify the Contractor's dispatcher and/or transit supervisor;
- Are regularly assigned to Revenue Service to ensure route familiarity and system continuity, and allow passenger recognition;
- Are responsible for keeping their assigned vehicle tidy and clean as well as refraining from placing non-work related reading material on the dashboard during their shift;
- Ensure that any hazardous items are not carried on buses at any time;
- Deploy or activate any wheelchair/kneeling/lift/ramp systems whenever requested to do so by a passenger at an accessible bus stop;
- Reasonably accommodate any passenger, but shall have the right to refuse to carry in any transit vehicle and order to leave the transit vehicle, any person who is ill to the point of endangering the health of other passengers, intoxicated, boisterous, disorderly or profane, or who for any other reason may be offensive or dangerous to the bus operator or other passengers, or to the property of passengers, in the opinion of the bus operator, acting reasonably. If it is necessary to exercise the right to refuse a passenger, the bus operator shall advise the Contractor's dispatcher and if necessary, seek police assistance. An incident report shall be filed with the Contractor, with a copy being immediately forwarded to the City;
- Allow the carriage of a service animal accompanying a person with a disability;
- Ensure that large articles (including strollers, packages and carts) do not block normal passenger movement in the aisles. Non-folding and large objects may be accepted at the operator's discretion subject to passenger loading;
- Correctly display destination signs for the next trip after the last passenger stop of the previous trip and, when not available, display a visible sign or marker in the appropriate location in each vehicle, indicating the route and the terminating point toward which it is operating at any particular time. This shall apply while operating both City-owned and Contractor-owned vehicles;
- Use reasonable efforts to ensure that each passenger, prior to traveling on Temiskaming Transit:
 - a. inserts the exact cash fare or a valid ticket in the farebox, or a valid pass;
 - b. presents a valid pass or a valid transfer;
 - c. complies with the City's fare policy as amended from time to time.

Bus operators, following payment of a fare, shall issue a transfer on request to a passenger depositing a cash fare or valid ticket in the farebox. Transfers may be used to continue the trip on a different route provided the change of route is made at the transit terminal;

- Have passengers deposit their own fares in the farebox and shall not be permitted to handle cash or tickets except when the passenger is unable to do so;
- Are knowledgeable in the function of the farebox;
- Conduct data and survey collection as determined from time to time by the City;
- Comply with the City's Transit Fare Policy and, to the extent reasonably possible, ensure that passengers comply with the terms of the said policy, or as amended from time to time;
- Comply with the Highway Traffic Act and regulations hereunder including, but not limited to, the performance of daily pre-trip inspections recorded on forms obtained/created by the Contractor, approved by the City;
- Report any damage and/or deterioration in conditions at bus stops, shelters and benches to the Contractor's dispatch office who shall advise the City immediately;
- Report any vehicle defects, other than safety related defects and farebox malfunctions, at the conclusion of their shift and report safety related defects and farebox malfunctions immediately to the Contractor's dispatcher;
- Document and tag each lost item found on the transit system by indicating the route, vehicle number, date and time, and deliver all items to the Contractor's dispatch office at the conclusion of his/her shift, unless otherwise directed by the Contractor's supervisory personnel;
- Effectively and coherently communicate verbally in the English language with customers and others in the course of duties including comprehension of written instructions, policies and procedures and completion of any required written reports and forms; and
- Make verbal announcements to passengers for all bus stops, route adjustments, intersecting routes, major streets, including compliance with any and all legislated requirements in this regard, including the AODA in the event that the automatic audible announcements are not functioning.

Repair and Maintenance Plan and Program

The City and Contractor will take a Joint approach to Maintenance and Repair.

The Contractor shall be responsible for the coordination of proper maintenance (both preventative and corrective) of all vehicles under this Contract. This includes but not limited to tracking

maintenance activities and schedules, contacting repair facilities or contracted mechanics to schedule appointments, and communicating with City officials on repairs.

Contractor shall submit to the Owner an agreed upon preventative maintenance schedule.

Maintenance must be performed so as to ensure reliable transit service delivery, professional image, minimal service interruptions, and maximum City-owned fleet availability.

The Contractor shall comply with requirements contained in the Contract as well as all Federal and Provincial legislative regulations applicable to passenger transit operations and fleet maintenance.

The City will be paying for and tracking all costs associated with maintenance of these Transit units.

The Contractor's responsibilities with respect to repair and maintenance of the bus fleet shall include, but not be limited to:

- Coordinating maintenance and repair work;
- Maintaining accurate vehicle maintenance records in a format acceptable to the City and provided monthly;
- Programming inspections consistent to, and in compliance with any safety standards or regulations established by vehicle regulatory or licensing authorities, such as the Ontario Ministry of Transportation (MTO);
- Ensuring that all vehicles, after the completion of daily service and prior to entering Revenue Service the following day, are cleaned inside and out;
- Using the vehicles supplied by the City in Revenue Service. As best they can, Inspection, servicing, scheduled and routine maintenance shall be performed during non-peak hours and non- Service hours whenever possible, so as to not interfere with the provision of Revenue Service;
- Ensuring the vehicle manufacturer's recommendations for maintenance and servicing, including any supplements and service letters issued by the manufacturer prior to, or during the term of this Contract, are followed;
- Prior to commencement of this Contract, be competent in the maintenance requirements of the various types of vehicles assigned to the Contractor by the City;
- The City will make every effort to provide the Contractor with all documentation, maintenance manuals, service manuals, etc. for each vehicle manufacturer retained;
- Coordinating additional vehicles as required and supplied by the City should the City acquire one or more vehicles to supplement or increase Revenue Service during the term of this Contract. The Contractor shall have the right to inspect the condition of all

vehicles prior to placing it in Revenue Service and the City shall provide the Contractor with a history of all vehicle maintenance records (where applicable and available);

- Coordinating pre-delivery inspections, warranty work, post-delivery retrofits, technical bulletins and recall notices generated by OEM or the City are promptly acted upon, completed and fully documented. The Contractor shall be responsible for submitting all warranty claims and requirements as set by the vehicle manufacturer. Every attempt should be made to claim warranty where applicable. Copies of all claims and documentation shall be maintained and available to City staff upon request.
- Keeping maintenance records of all maintenance and cleaning activities performed on the City's fleet on a per vehicle basis, as per MTO standards. These records shall be provided to the City monthly and subject to review and audit by the City and the MTO at any time;
- Ensuring that the coolant systems of the vehicles are filled with anti-freeze with the additives maintained as per the OEM recommendation and that all fuel-fired auxiliary heaters are properly maintained (where applicable);
- Organizing a sufficient spare parts inventory, recorded, documented, and updated annually, to reduce vehicle downtime, including tires and any necessary tools required for the vehicles;
- Using parts of a type and quality which comply with OEM specifications;
- Making sure system is using # 1 low-Sulphur diesel fuel and only grades of oils, greases, fluids, etc., as specified by the vehicle manufacturer;
- Coordinating emission control standards testing and servicing of the vehicles to meet Federal and Provincial regulations in effect during Contract Term;
- Ensuring, for passenger convenience and comfort, that all interior lights are operational and that heating and air conditioning systems are maintained and operational in accordance with OEM maintenance requirements;
- Coordinating in operable condition, overhauling and/or replacing all equipment, systems and subsystems including but not limited to engines, transmissions, destination signs, fareboxes door controls, accessibility systems, air conditioning, heating auxiliary heating, as required, and as
- recommended by the OEM, the City and best modern practices. All such maintenance and repairs shall be at the sole expense of the City;
- Preserving the body components on the transit vehicles free from corrosion, perforation, separation and delaminating, including decals, at the cost of the Temiskaming Transit;
 - Any preparation, painting or touch-up must be conducted in a facility that will meet or exceed Ministry of Environment (MOE) requirements;

- Preserving City provided fareboxes and related revenue equipment;
- Contractor to provide radios, handsets, handheld devices, and related equipment for their drivers;
- Not altering, adding or allowing any other party to alter or add to the vehicles or equipment supplied by the City in any way without the prior written approval of the City. Any alterations or additions to the vehicles or equipment, which are approved by the City, shall become and remain the property of the City;
- Not moving or altering, including cannibalization of parts, without consent of the City, any City-owned vehicles stored or retired temporarily on the Contractor's property;
- Participating in a review of maintenance procedures with the City as required from time to time to reflect changes in technology and or industry standard maintenance procedures;
- Working with City staff to inspect vehicles at any time, including use of hoists and pits for inspections, subject to agree upon arrangement; and
- Working with City staff in the turnover of transit vehicles from time to time for the purpose of commissioning, decommissioning and viewing by others

Contractor's Operation and Maintenance Facility

- The contractor is not required to have a Facility
- The Contractor shall be responsible for the security of the facility and the City's vehicles being operated from the facility. The Contractor shall provide and maintain security measures, including but not limited to fencing as required.
- The Contractor shall permit and allow access to City staff to inspect the facility at all times during the term of the Contract.
- The Contractor is responsible to secure its vehicle storage area and shall make every effort to ensure protection of the City's assets. Contractor shall consider principles of Crime Prevention Through Environmental Design (CPTED) and items such as:
 - ✓ Lighting: access points into the facility, pedestrian walkways, perimeter of the facility, restricted areas, staff parking areas, bus parking area.
 - ✓ Access control: preventing unauthorized access to transit vehicles, vaults and maintenance garages.
- The contractor should allow for Snow Removal services in the winter months.
- The Contractor shall provide the City with a security plan describing and identifying how it intends to protect and secure all City assets.

- Providing a written operating plan which describes how Temiskaming Transit service will operate from the facility. This will include driver reporting, servicing, farebox dump, washing, maintenance, etc.

If the proponent has a facility they would like to offer it must have:

- The Contractor may provide a fully functional operations and maintenance facility. The facility may be rented and/or subcontracted, subject to the approval of the City, the facility shall be located in the City of Temiskaming Shores and/or within an approximate maximum radius of 25 kilometres from the City Centre – 325 Farr Drive, Haileybury, although preference will be given to facilities that minimize vehicle travel and deadhead time, and those located within City limits.
- The facility shall be equipped to provide running-repairs, washing and storage.
- The Contractor shall be responsible for commissioning and equipping the facility with all necessary equipment and furniture for administrative, operations, repair, and maintenance activities in order to ensure proper repair, and maintenance of vehicles and equipment in accordance with manufacturer's specifications.
- The Contractor's facility and vehicle storage area(s) shall be maintained in compliance with all Provincial, Regional and municipal laws and requirements, to accommodate the assigned vehicle requirements of the Revenue Service for the duration of this Contract or as amended from time to time. Outdoor or indoor storage for the vehicles is acceptable. The storage area shall be kept in good repair throughout the term of this Contract, and shall be free of dust and potholes and cleared of snow and ice during the winter season. Exterior storage areas shall have sufficient electrical connections for block heaters for all vehicles stored outside. Preference will be given to facilities that provide indoor storage for all City vehicles.
- The Contractor's facility shall have:
 - ✓ adequate bus storage to accommodate all City-owned and Contractor-owned (if applicable) vehicles for the duration of this Contract;
 - ✓ sufficient electrical connections for hook-up of all buses in outdoor bus storage areas;
 - ✓ adequate and secure parking for staff and visitors;
 - ✓ a bus wash and dryer (dryer not required if all vehicles are stored indoors when not in Revenue Service);
 - ✓ sufficient building space to accommodate maintenance support staff and parts, bus operators and administration staff;
 - ✓ a secondary power supply for communications equipment if applicable;
 - ✓ a waste oil facility or other approved method for disposal;
 - ✓ exterior lighting.
- The Contractor shall provide the City with a security plan describing and identifying how it intends to protect and secure all City assets.

- All costs associated with facility operations including, but not limited to: repairs, maintenance, taxes, insurance, security etc. are the sole responsibility of the Contractor.
- Prior to the start of the Contract, the City requires the Contractor to provide a site plan for the facility which depicts at a minimum the external City vehicle parking stalls, employee parking stalls, exterior lighting, electrical hook ups for bus block heaters.
- Providing a written operating plan which describes how Temiskaming Transit service will operate from the facility. This will include driver reporting, servicing, farebox dump, washing, maintenance, etc.
- The City reserves the right to inspect the security of its assets and revenue. If measures are found to be unsatisfactory (not effective), the City may require the Contractor to enhance the security measures, at the cost of the Contractor.

Truck and Coach Diesel Technicians

The contractor is not required to have any Truck and Coach Technicians on Staff.

Servicepersons/Cleaners

Contractor required to provide cleaning services for the facility and buses.

- The facility is to be kept in clean condition, including both the shop area and office area.
- The buses, while not in service are to be kept in clean condition inside and out.

City Responsibilities

The City's responsibilities shall be:

- Determining the routes and transfer point(s) for the Revenue Service as amended from time to time, and providing time points for such routes;
- Specifying the days, hours and frequency of operation, and the number of transit vehicles per route required for the Service as set forth in **Appendix "B"**, as amended from time to time, and providing ongoing service planning and route timetable scheduling;
- Supplying the transit vehicles, fareboxes, as amended from time to time;
- Establishing the Maintenance Standard Operating Procedures for the Contractor.
- Paying for and providing Fuel for the Transit Buses.
- Establishing on-board policies and by-laws including, but not limited to, the safe and effective operation of City-owned vehicles, the carriage of service animals, large packages or items, bicycles etc.;

- Establishing fare policies and a fare structure, including transfer agreements. Current fare rates are as set out on the City's Website. The City may alter the fare rates from time to time and shall inform the Contractor forthwith;
- Administering and supplying tickets, passes, and other fare media to ticket agents;
- Performing overall marketing materials of the Revenue Service, including printing of public route maps and schedules, at the City's expense, in collaboration with the Contractor;
- Providing payments to the Contractor as per the Contract. In addition to payments for the Service the City shall be responsible for:
 - ✓ expenditures relating to the printing of all tickets and passes and
 - ✓ all new and/or expanded taxes not in force at the date of the Contract implementation;
 - ✓ if required, maintenance costs associated with general repairs to the transit buses;
 - ✓ Administration and ongoing monitoring of the Contract, including analyzing data supplied by the Contractor at the request of the City, or obtained through rider surveys;
- standard of conduct and professionalism as are required of the Contractor and its personnel;
 - ✓ Providing electronic destination sign codes and programming at least five (5) business days in advance of the date upon which they are to be installed on buses designated by the City; and
 - ✓ Giving the Contractor reasonable notice when the City makes a decision to replace any buses or bus-related equipment or systems;
 - ✓ Providing new or replacement equipment designed to support and display advertising panels on the interior or exterior of buses.

City's Operation and Maintenance Facility

- The City shall provide a fully functional operations facility. The facility will be rented on a 3 year lease, subject to the approval of the City and Lessor, the facility shall be located in the City of Temiskaming Shores and/or within an approximate maximum radius of 25 kilometres from the City Centre – 325 Farr Drive, Haileybury, although preference will be given to facilities that minimize vehicle travel and deadhead time, and those located within City limits.
- The facility shall be equipped to provide running-repairs, washing and storage.
- The City shall be responsible for commissioning and equipping the facility with all necessary furniture for administrative, operations, repair, and certain maintenance

activities in order to ensure proper maintenance of vehicles and equipment in accordance with manufacturer's specifications.

- The City's facility and vehicle storage area(s) shall be maintained in compliance with all Provincial, Regional and municipal laws and requirements, to accommodate the assigned vehicle requirements of the Revenue Service for the duration of this Contract", or as amended from time to time. Outdoor or indoor storage for the vehicles is acceptable. The storage area shall be kept in good repair throughout the term of this Contract and shall be free of dust and potholes. Exterior storage areas have sufficient electrical connections for block heaters for all vehicles stored outside.
- All items associated with the facility including, but not limited to: repairs, maintenance, taxes, insurance, etc. are the sole responsibility of the City.
- The City reserves the right to inspect the security of its assets and revenue. If measures are found to be unsatisfactory (not effective), the City may require the Contractor to enhance the security measures, at the cost of the Contractor.

Emergency Preparedness and Response

The Contractor shall develop and maintain an emergency response procedure with respect to the performance of this Contract, including, but not limited to: staff contact information and bus operator call out procedure. The procedure is subject to approval by the City and, upon approval, the Contractor shall ensure that it complies fully with the procedure. Emergency response capabilities shall include City communications, staffing available to respond as necessary twenty-four (24) hours a day, seven (7) days a week, and procedures for ensuring the security of all vehicles.

The Contractor's personnel identified under this requirement shall be considered essential and the Contractor shall use its best efforts to ensure that sufficient personnel are made available to respond to emergency situations, including natural disasters, and / or other unforeseen incidents as required. Should Revenue Service be curtailed / suspended due to the declaration of an emergency by the City, the Contractor shall be made whole financially. Should the Contractor's participation in an emergency response occur outside of Revenue Service hours, Contractor compensation will be negotiated following completion of the emergency response event.

Revenues

- The City shall receive all revenues collected by the Contractor from all sources including passenger revenue, etc.
- The Contractor shall be responsible for providing a secure, heated area for storage of fares. This secure provision shall be subject to City inspection and approval prior to implementation of the Contract.

Conventional Transit Revenues

The Contractor shall place an empty fare box in each bus at the beginning of each day's operation. In the event that vehicles other than City transit vehicles are being used, the Contractor shall be responsible for securing the fare box on those vehicles. City-owned vehicles will be supplied with fare boxes which will be permanently locked to the fare box stanchion provided in each bus. The Contractor shall ensure that the fare box is secured to the stanchion and is locked inside before the vehicle enters Service and no driver shall at any time carry the key on his or her person while operating the vehicle. As a vehicle comes out of Service the fare box shall be removed by a representative of the Contractor and stored in a secure area of the Contractor's place of business until delivered to City offices.

The Contractor is expected to remit cash to the City in appropriate marked coin sleeves and boxes.

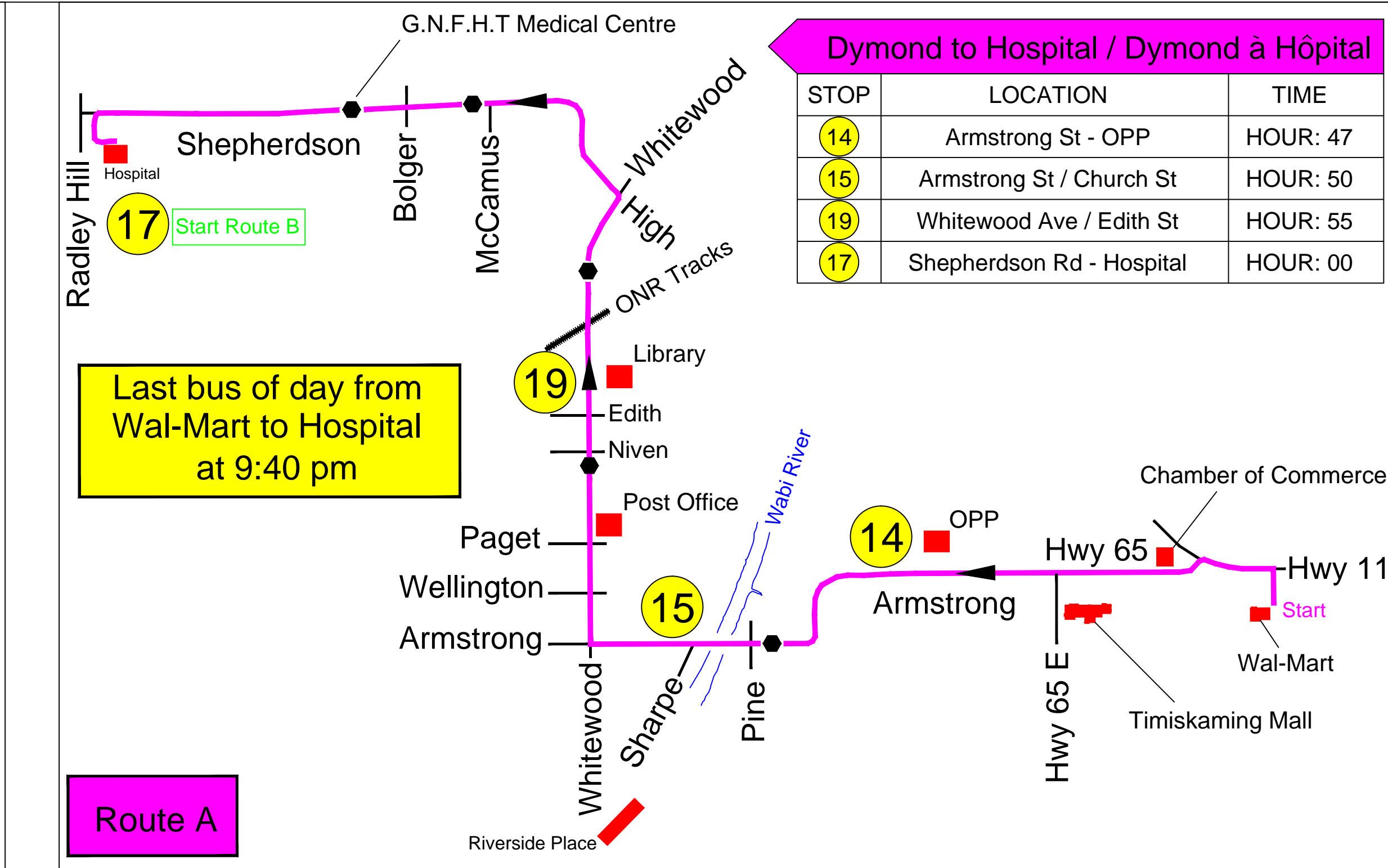
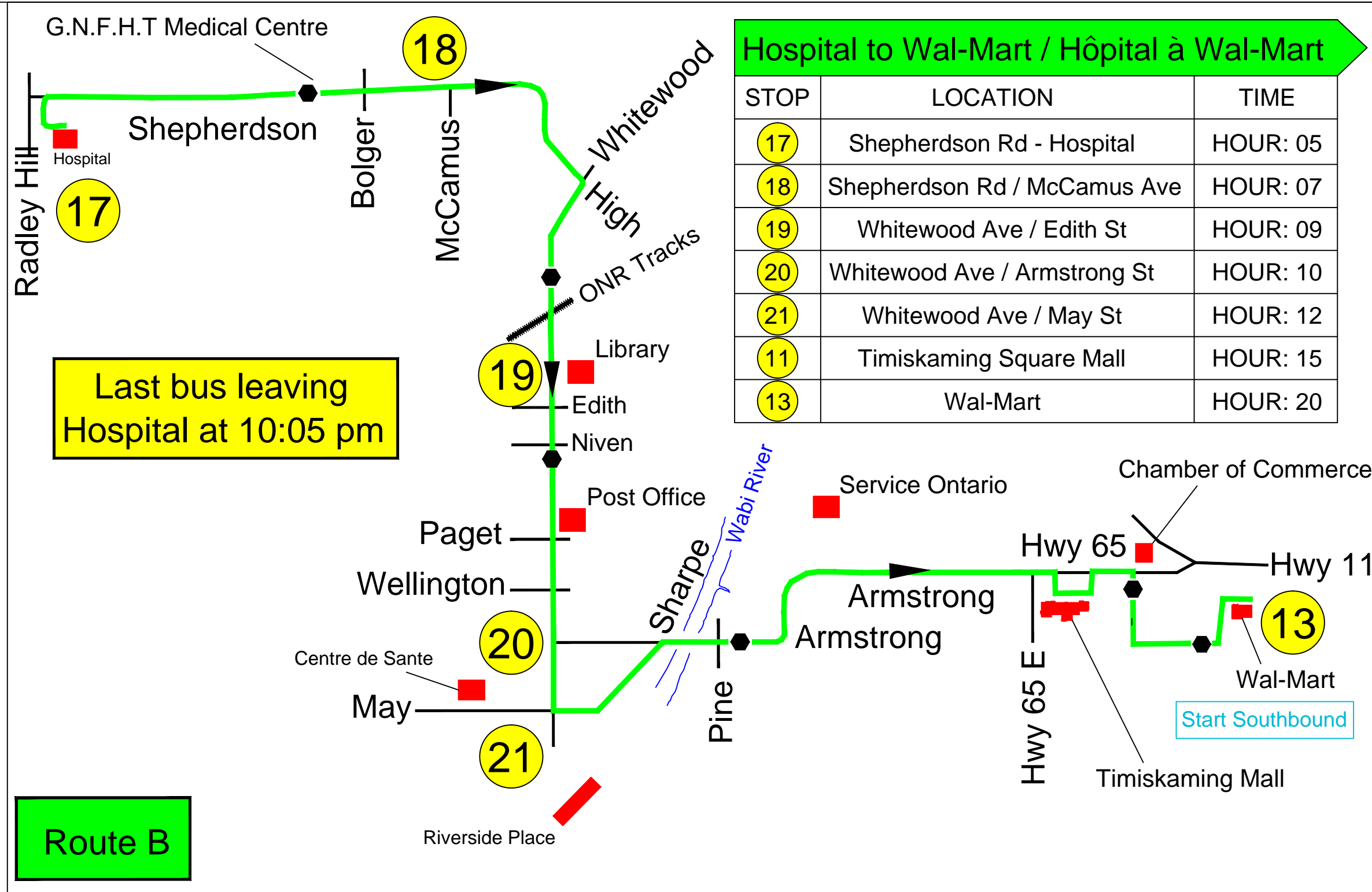
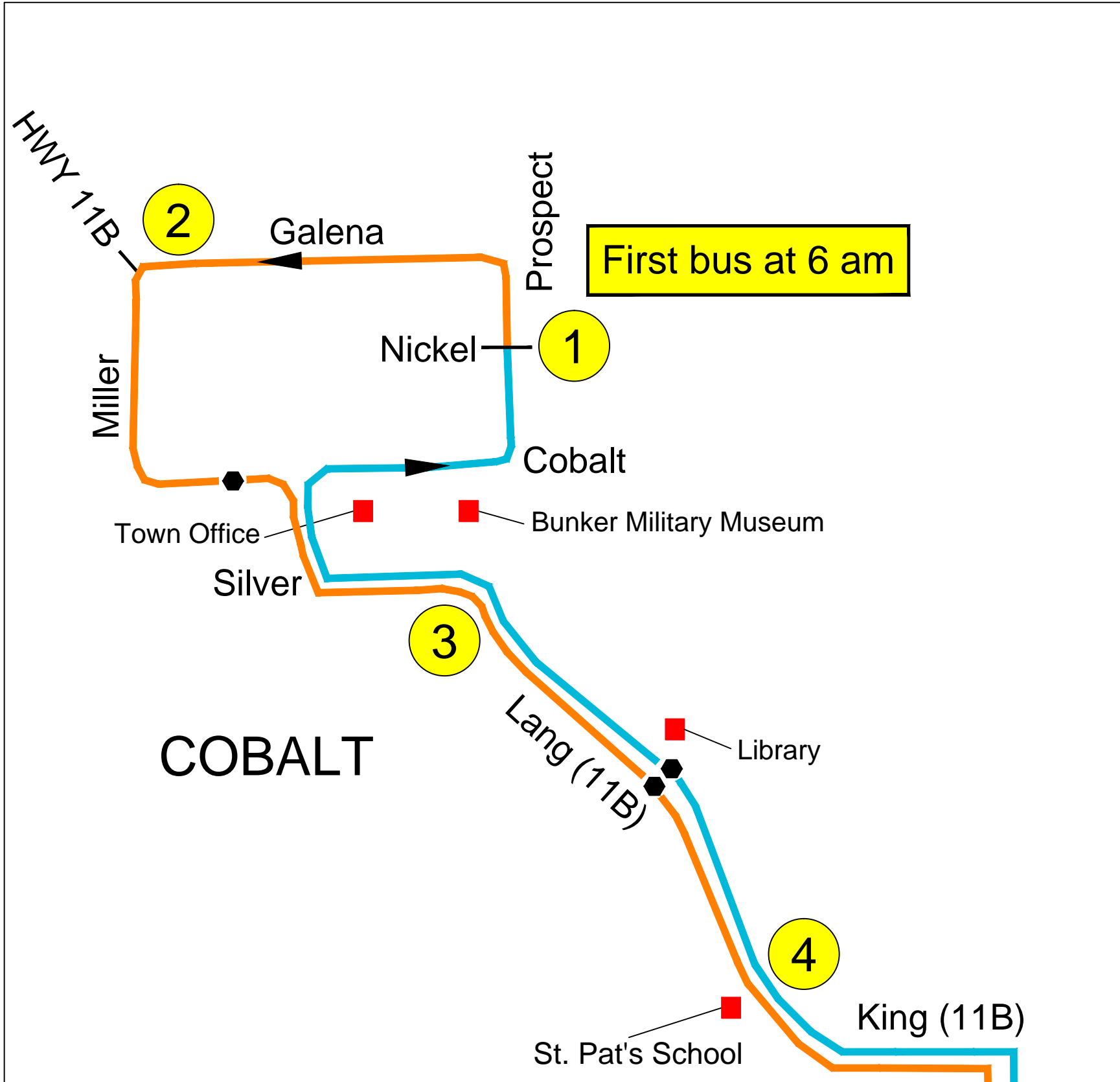
The Contractor shall label vaults to enable the City to identify the day each vault was in use. Deliveries scheduled on statutory holidays shall be delivered on the next scheduled delivery date.

The Contractor shall be responsible for the cost of replacing lost or damaged fare boxes and in addition, reimburse the City for any revenue lost. The amount of revenue lost shall be considered as the average of revenue collected to date for a day of the week on that route as indicated in the records of receipts as maintained by the City.

The City has a system of pre-sold monthly passes, as well as individual pre-sold one time use tickets for the convenience of the passengers of this service. The Contractor is authorized by the City to accept such passes and tickets on this system in place of cash fares. These passes and/or tickets shall, in this event, be accepted in lieu of cash fares by the operator and duly recorded in the appropriate place on the daily summary by the Contractor (fares would only be recorded manually if our passenger counting system is down).

**City of Temiskaming Shores
PW-RFP-007-2022
Contract Transit Services**

Appendix B: Route Maps



NORTHBOUND from Cobalt De Cobalt vers le nord			SOUTHBOUND from Wal-Mart De Wal-Mart vers le sud		
TIME	LOCATION	STOP	LOCATION	TIME	
On the HOUR	Prospect Ave / Nickel St	1	Prospect Ave / Nickel St	On the HOUR	
HOUR : 02	Galena St / Hwy 11B	2			
HOUR : 04	Silver St / Lang St	3	Silver St / Lang St	HOUR : 56	
HOUR : 06	Lang St - St Pat's School	4	Lang St - St Pat's School	HOUR : 54	
HOUR : 10	Lakeview Ave / Carter Blvd	5	Lakeview Ave / Carter Blvd	HOUR : 50	
HOUR : 15	Ilby Medical Centre	6	Ilby Medical Centre	HOUR : 45	
HOUR : 17	Rorke Ave / Main St	7	Rorke Ave / Main St	HOUR : 42	
HOUR : 18	Probyn St - Northern College	8	Probyn St - Northern College	HOUR : 43	
HOUR : 20	Ferguson Ave / Browning St	9	Ferguson Ave / Browning St	HOUR : 40	
HOUR : 27	Market St - Seniors	10	Market St - Seniors	HOUR : 30	
		16	Wellington St / Whitewood Ave	HOUR : 26	
		15	Armstrong St / Church St	HOUR : 25	
		14	Armstrong St - OPP	HOUR : 24	
HOUR : 35	Timiskaming Square Mall	11	Timiskaming Square Mall	HOUR : 23	
HOUR : 43	Dymond Subdivision	12			
HOUR : 45	Wal-Mart	13	Wal-Mart	HOUR : 20	

NOTES:
Valid Bus Pass, Ticket or exact change required.
Passe valide, billet ou montant exact est exigé.
The service is offered from 6 am - 11 pm (7 days a week) except statutory holidays.
Le service est offert de 6h à 23h (7 jours par semaine) avec l'exception des jours fériés.
Additional stops are marked with
Les arrêts additionnels sont indiqués avec un

