



ONTARIO LABOUR RELATIONS BOARD
RESPONSE/INTERVENTION – APPLICATION
REGARDING UNION'S DUTY OF FAIR REPRESENTATION

Labour Relations Act, 1995
Colleges Collective Bargaining Act, 2008
Fire Protection and Prevention Act, 1997

Form A-30

Fields marked with an asterisk (*) are mandatory.

OLRB File Number 1749-23-U

Between: *

Tim Thomson and all applicants listed in Schedule D of the Application

Applicant(s)

- and -

Unifor Local 222
1425 Phillip Murray Avenue
Oshawa, Ontario L1J 8L4

Responding Party – Trade Union

- Review Information Bulletins No. 11 - “Duty of Fair Representation Applications” and No. 12 - “The Duty of Fair Representation – What Does it Mean”, the Filing Guide and the Board’s Rules of Procedure on acceptable methods of delivery and filing **before** completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board’s website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the “Print” buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the “Save” buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the “Attach documents electronically” option.

Choose one of the following *

Response

Intervention

Part A Contact Information

Instructions

- Provide the contact information for each Responding Party/Intervenor on whose behalf this form is being completed and any Affected Party not previously named in the application below. If you wish to add additional parties, use the “Add” button or attach a separate page if completing the form by hand.
- If a party is an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, “Add” an additional contact section, repeat the organization name and provide that individual’s contact information (e.g. name, email address, phone number).

1 (a). Intervenor**Intervenor 1**Type * Organization Individual

Organization Name *

Durham Region Transit Commission

First Name William	Last Name Holmes	Position/Title General Manager
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Full Address (Number, Street, Unit/Apartment, Building Name) 605 Rossland Road East	Other Address Details (e.g. PO Box, R.R. #, c/o) PO Box 623
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City/Town Whitby	Province/State Ontario	Country Canada	Postal/Zip Code L1N 6A3
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Telephone Number 905-668-4113	Ext. 3700	Fax Number	Email Address william.holmes@durham.ca
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Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

1 (b). Representative/Contact Person for the Intervenor**Contact 1**Contact Person for * All Parties above Party No.(s) _____Indicate if this person is a Lawyer Paralegal

Organization Name

The Regional Municipality of Durham

First Name Kelly	Last Name * McDermott	Position/Title Senior Solicitor
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Full Address (Number, Street, Unit/Apartment, Building Name) 605 Rossland Road East	Other Address Details (e.g. PO Box, R.R. #, c/o) PO Box 623
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City/Town Whitby	Province/State Ontario	Country Canada	Postal/Zip Code L1N 6A3
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Telephone Number 905-668-4113	Ext. 2077	Fax Number 905-668-4752	Email Address kelly.mcdermott@durham.ca
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Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Monika King, Legal Assistant to Kelly McDermott

monika.king@durham.ca

905-668-4113 ext. 2166

2 (a). Affected Party

Contact information for any person, trade union, employer or employers' organization which may be affected by the application and which has not already been identified by another party must be completed below.

2 (b). Representative/Contact Person for the Affected Party, if known**2 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):**

Part B Material Facts and Position on Relief Sought

3. The following statements in the application are agreed to:

[See attached Schedule A.](#)

4. The following statements in the application are not agreed to:

[See attached Schedule A.](#)

5. In respect of the order(s) requested by the Applicant, the Intervenor states:

Describe your position with respect to the order(s) requested by the Applicant. If you require more space, attach a separate document.

[See attached Schedule A.](#)

6. In support of the intervention, the Intervenor relies on the following material facts:

Include **all** of the material facts on which you rely. You will not be allowed to present evidence or make any representations about any material fact that was not set out in the response/intervention and filed promptly in the way required by the Board's Rules of Procedure, except with the permission of the Board. If you require more space, attach a separate document.

[See attached Schedule B.](#)

7. Other relevant statements:

8. Attached documents:

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the "Attach documents electronically" option below and attach each document using the "Add File" button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

Documents

[Schedule A](#)

[Schedule B](#)

IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. La Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

COLLECTION AND DISCLOSURE OF INFORMATION AND DOCUMENTS

Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. Personal information collected on this form and in written or oral submissions may be used and disclosed for the proper administration of the Board's governing legislation and case processing. In addition, the *Tribunal Adjudicative Records Act, 2019* requires that the Board make adjudicative records (which include applications filed and a listing of such applications) available to the public. The Board has the power to make part or all of an adjudicative record confidential. The *Freedom of Information and Protection of Privacy Act* may also address the treatment of personal information. More information is available on the Board's website www.olrb.gov.on.ca. If you have any questions concerning the collection of information or disclosure of adjudicative records, contact the Solicitors' Office at the number listed above or in writing to the OLRB, 505 University Ave., 2nd floor, Toronto, ON M5G 2P1.

E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. **In the event of emergencies or other circumstances, the Board may post a Notice to Community on its website, which will prevail over the Rules of Procedure and Filing Guide. You should check the Board's website prior to filing.** Note that the e-filing system is not encrypted. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

HEARINGS AND DECISIONS

Hearings are open to the public unless the Board decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and www.canlii.org. Some summaries and decisions may be found on the Board's website.

Documents to be Delivered

Before you file your response/intervention with the Board, you must deliver the following documents to each Applicant, Responding Party and Intervenor named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party:

- A completed copy of this Response/Intervention Regarding Union's Duty of Fair Representation (Form A-30), **including all documents you are filing with this form.**

If you have named an Affected Party in Part A of your response/intervention that was **not** named in the application or in a response/intervention filed by another party, you must deliver the following documents to that party:

- A copy of the completed Application Regarding Union's Duty of Fair Representation (Form A-29), **including all documents you are filing with this form;**
- A completed copy of this Response/Intervention Regarding Union's Duty of Fair Representation (Form A-30), **including all documents you are filing with this form;** and
- A Notice to Union and Employer of Application Regarding Union's Duty of Fair Representation (Form C-14) **with the names of the parties and the date inserted.**

Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.

I have reviewed this form to confirm it is complete *

Date (yyyy/mm/dd) *
2023/11/27

SCHEDULE “A”

I. BACKGROUND OF THE PARTIES

1. Intervenor 1, the Durham Region Transit Commission (“Commission”), is a public transit system serving all communities in the Regional Municipality of Durham. The Commission was established as a Municipal Services Board by a by-law enacted under the *Municipal Affairs Act* R.S.O 1990, CHAPTER M. 46 in 2006.

2. Intervenor 2, Pacific Western Transportation (“PWT”) is party to a service contract with the Commission for the operation and maintenance of approximately 30 per cent of the Commission’s scheduled transit services (“PWT Contract”). The PWT Contract was awarded following a competitive request for proposal (“RFP”) procurement process in accordance with By-Law 16-2020. The contract ended on December 31, 2021, but was subject to a two-year extension per the terms of the PWT Contract to ensure service stability during the pandemic (**Schedule B, Tab 1**).

3. The Responding Party, Unifor, Local 222 (“Unifor”) is a bargaining unit that independently represents both employees of the Commission and employees of PWT under separate Collective Agreements and with separate local bargaining unit executives. For clarity, the Unifor local representing PWT employees does not have any bargaining rights with respect to Commission employees and the Unifor local representing the Commission does not have any bargaining rights with respect to PWT employees.

4. The Applicants have represented themselves as PWT employees working in accordance with the PWT Contract. The Commission has no means to authenticate the list of PWT employees attached at Schedule D of the Application because they are not employees of the Commission.

II. RESPONSE TO APPLICATION

5. The Commission denies all of the allegations made by the Applicants except as expressly provided hereunder. The Commission made an operational decision, as directed by the Transit Executive Committee composed of Regional Counsellors, to terminate the PWT Contract as of December 31, 2023, pursuant to the terms of the PWT Contract. The Commission had no contractual obligation to employ any PWT staff upon the termination of the PWT Contract and Unifor had no legal recourse to demand that the Commission do so. Despite the paucity of bargaining power, Unifor worked diligently and in good faith to secure employment for the displaced PWT employees.

A. UNIFOR DID NOT INFLUENCE THE DECISION TO TERMINATE THE PWT CONTRACT

6. On June 8, 2022, the Commission sought direction and received approval from the Transit Executive Committee, composed of appointed Regional Counsellors, to change its service delivery model (**Schedule B, Tab 2**). This operational change included fully outsourcing its on demand response services and fully contracting in all scheduled services, including the scheduled services covered by the PWT Contract.
7. The Commission commenced collective bargaining with Unifor on March 29, 2021. Sam Synder, National Representative for Unifor, was the chief spokesperson for Unifor and Kelly McDermott, Senior Solicitor for the Commission and Regional Municipality of Durham, was the chief spokesperson for the Commission. For clarity, Jeff Gray, Unifor Local 222 President, joined the Unifor bargaining team late in the negotiations and while he signed the final Memorandum of Agreement on behalf of Unifor in Mr. Snyder's absence, it was

never communicated to the Commission that he was assuming the role of Chief spokesperson for Unifor.

8. A tentative settlement was reached on August 11, 2022 (see Exhibit 2-2 to 2-17, Schedule B of the Application), after 17 days of negotiations. While Unifor sought to represent the interests of PWT employees during bargaining, the Commission repeatedly reminded Unifor that PWT, nor its members, were properly a party to the negotiations and the Commission was under no obligation, nor was it appropriate, to negotiate with Unifor on behalf of its PWT members who were subject to another Collective Agreement. As such, the parties negotiated a deal that reflected the pre-determined, Transit Executive Committee approved, changes to the service delivery model and its impact on Commission employees.
9. Prior to the conclusion of bargaining, Mr. Gray asked the Commission if it would consider a future meeting to discuss the possibility of hiring PWT employees displaced by the termination of the PWT Contract. While under no legal obligation to do so, the Commission agreed in good faith to entertain such discussions following ratification.
10. Unifor, PWT and the Commission met in February of 2023 to discuss the feasibility of hiring on PWT staff. The Commission made it very clear from the outset of these discussions that it had no legal obligation to entertain hiring PWT employees, did not have the capacity to hire all PWT employees en masse and needed to protect the interests of DRT employees. Despite the foregoing limitations, the Commission agreed to draft a tentative Memorandum of Agreement (“MOA”) between the parties to see whether it could offer some employment opportunities to qualified PWT employees.

11. The parties negotiated the terms of the MOA between February 2023 to May 2023 and signed the MOA (**Schedule B, Tab 3**) on May 30, 2023. The MOA contemplated offering 35 full-time equivalent positions to qualified PWT employees (which the Commission estimated to be approximately 80% of the Unifor members working on the PWT contract) who would receive an increase in total compensation and benefits pursuant to the Commission's Collective Agreement, a retroactive seniority date with the Commission and service recognition from PWT for initial vacation entitlements with the Commission.

B. THE UNION PROVIDED FAIR REPRESENTATION TO THE APPLICANT

12. The Commission submits that Unifor Local 222 fairly represented the Applicants during the course of collective bargaining with the Commission and in negotiating the terms of the MOA to the best of its ability in light of its limited bargaining power in the unique circumstances of this case.

III. RELIEF REQUESTED

13. Based on the foregoing submissions, the Commission asks that the Board dismiss the application in its entirety.

14. The Commission reserves its right to make further submissions.

ALL OF WHICH IS RESPECTFULLY SUBMITTED

Ontario Labour Relations Board – File #1749-23-U

Schedule B

Document List of Intervenor - Region of Durham

TAB	DOCUMENT	DATE
1.	Region of Durham, Transit Services, RFP-1010-2016 Document and Region of Durham Standing Agreement Change Notice (Contract Extension)	May 7, 2016, and November 23, 2021
2.	Minutes of Durham Region Transit Executive Committee	June 8, 2022
3.	Memorandum of Agreement between Durham Region Transit Commission and Unifor, Local 222 and PWTransit Canada Ltd.	May 20, 2023

1



The Regional Municipality of Durham

REQUEST FOR PROPOSALS
RFP # **1010-2016**

**TRANSIT SERVICES
FOR
THE REGION OF DURHAM**

Closing Date : **Tuesday, May 17, 2016**

Closing Time : **Until 2:00 p.m. Local Time**

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<u>Appendix 'G'</u>	Preventative Maintenance, Servicing and Cleaning Schedule for Revenue Service Vehicles	
<u>Appendix 'H'</u>	Planned Blocked Revenue Service Time for 2016 <i>Distributed separately through the Region's Bidding Website at www.durham.ca/purchasing under Current Bidding Opportunities under the RFP document on the Drawings/Appendices tab.</i>	
<u>Appendix 'I'</u>	Minimum Qualifications of Contractor's Employees for the Work	
<u>Appendix 'J'</u>	2016 Durham Region Transit System Maps <i>Distributed separately through the Region's Bidding Website at www.durham.ca/purchasing under the RFP document on the Drawings/Appendices tab.</i>	
<u>Appendix 'K'</u>	North Services Strategy Pilot <i>Distributed separately through the Region's Bidding Website at www.durham.ca/purchasing under the RFP document on the Drawings/Appendices tab.</i>	

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

DEFINITIONS

Agreement / Purchase Order	A Contract that the Company enters into with the Region authorizing the Company to do the work. Includes the RFP document, its Appendices and addenda and the Company's Proposal.
AODA	Accessibility for Ontarians with Disabilities Act
APC	Automatic Passenger Counter
Award	The acceptance by the Region of a Proposal to carry out the Work.
Block/Blocking	The sequence of trips made by a vehicle in the course of one day of operations
Blocked Revenue Service Time	The service time assigned to a Revenue Service Vehicle that includes the Revenue Service Time, Deadhead when changing routes, and Recovery. Blocked Revenue Service Time excludes : <ol style="list-style-type: none">Deadhead between the Contractor's Maintenance Facility or alternate location where Revenue Service Vehicles are stored and the starting location of the first scheduled Revenue Service trip of the BlockDeadhead between the ending location of the final Revenue Service trip of the Block and the Contractor's facility or alternate location where Revenue Service Vehicles are stored.
Blocked Revenue Service Hourly Rate	The Contract rate for delivery 1 hour of Blocked Revenue Service Time
CAD/AVL	Computer Aided Dispatch/Automatic Vehicle Location, a component of the INIT system
CCTV	Closed-circuit television
Change-Off	Replacement Revenue Service Vehicle, usually due to a maintenance problem or other service disruption
Collision	A collision of a Revenue Service Vehicle occurs when the Revenue Service Vehicle strikes or is struck by another object. The collision can involve moving objects such as other vehicles, or stationary objects such as bollards.
Company	The individual, contractor, company, supplier, corporation or consortium retained by the Region to carry out the Work.
Contract	See Agreement
Contractor's Maintenance Facility	Facility owned or leased by the Contractor, located within the geographical boundaries of the Region of Durham, that meets all specified requirements, where the contractor performs all maintenance and servicing activities for DRT Revenue Service Vehicles, and where all DRT Revenue Service Vehicles are fuelled and serviced on a daily basis when assigned to Revenue Service
CRM	Customer Relations Management
Deadhead	The distance and time that a Revenue Service Vehicle travels when not in Revenue Service..

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

DEFINITIONS

Fare Media	Tickets, passes, transfers and any other fare instrument used by DRT
INIT	Supplier of DRT's Intelligent Transportation System (ITS) that includes the Intermodal Transport Control System (ITCS), Automatic Passenger Counting, Planning and Scheduling,
ITCS	Intermodal Transport Control System, part of the INIT, that tracks and monitors the locations and activities of all Revenue Service Vehicles.
MDT	Mobile Display Terminal, part of INIT, the device whereby the bus operator interacts with ITCS, and that tracks and monitors the locations and activities of all Revenue Service Vehicles
Maintenance Staff	Contractor's coach technicians, apprentices, body repair persons, service persons or any other position involved in execution of this contact
Missed Trip	A one-way trip where a Revenue Service Vehicle in Revenue Service departs from a point on the route ten (10) or more minutes late or where a Revenue Service Vehicle completes a route fifteen (15) or more minutes late.
MTO	Province of Ontario Ministry of Transportation
Non-Revenue Services	Services provided by DRT that are not Revenue Services (planned and scheduled conventional transit service) including but not limited to charters, promotions, events and support for Regional emergencies or evacuations. Generally these services are not paid for by fare paying passengers.
Non-Revenue Service Vehicles	Vehicles owned or leased by the Contractor required for the work.
OEM	Original Equipment Manufacturer
Operator Assignment	Operator work assignment which may be structured as daily assignments (a duty or crew) or weekly run packages (roster).
Operator Sign-up	Contractor's established process for assigning operating personal to Operator Assignments (duty, crew, roster).
Peak Service Period	Morning and afternoon time periods when transit ridership is heaviest
PRIDE	The Province of Ontario Professional Instructor in Driver Education
Procurement Officer	The individual designated by the Region to undertake responsibility for the procurement process on the RFP.
Proposal	Written response to the RFP.
Proposal Submission Deadline	The date and time by which all Proposals must be received from those parties interested in becoming Respondents.

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

DEFINITIONS

PVR	Peak Vehicle Requirement – The number of Revenue Service Vehicles required at peak service.
Recovery	Recovery is the scheduled time at the end of a route before the departure time of the next trip.
Region	The Regional Municipality of Durham, its successors and assigns.
Region’s Contact Person	The individual designated by the Region to respond to questions and clarifications on the RFP.
Region’s Project Manager	The individual designated by the Region to manage and administer the Work, once the Approved Respondent executes the Agreement
Region’s Staff	Person(s) employed by the Regional Municipality of Durham
Regional Council	The governing body of the Regional Municipality of Durham comprised of elected officials from the eight local Municipalities that make up the Region.
Registered Document Taker	Person, firm or company who has formally registered through the Bidding Opportunities link on the Region of Durham’s Website and logged in to receive the competitive Bid Document (RFQ/RFT/RFP).
Regular Day	Revenue Service scheduled to be delivered on a weekday, Saturday or Sunday during a Service Period, unless otherwise assigned by DRT as a Special Day,
Request for Proposals (RFP)	The document issued by the Region offering Respondents the opportunity to submit a Proposal to carry out the Work. Includes all Appendices and Addenda.
Respondent	The person, firm, company or corporation submitting a Proposal in response to this RFP in the form and format specified in the document. Can mean more than one Respondent if a joint or consortium Proposal is submitted.
Revenue Service	Transit service which is available to fare paying passengers. Revenue Service may be described in terms of time (Revenue Service Time) or distance (Revenue Service Kilometers).
Revenue Service Time	The time during which Revenue Service Vehicles are in Revenue Service. Revenue Service Time is included in Blocked Revenue Service Time.
Revenue Service Kilometers	The distance over which Revenue Service Vehicles travel when operated in Revenue Service
Revenue Service Vehicle	Revenue Service Vehicle, owned by DRT, which is operating by Contractor under the terms and conditions of this RFP and collecting fares on DRT’s behalf
Road Call	Maintenance response to a disabled Revenue Service Vehicle
Road Test	Maintenance test of repair
Run Cutting	The process of organizing all scheduled trips operated by a transit system into runs for the assignment of operating personnel and vehicles

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

DEFINITIONS

Selected Respondent	Respondent recommended by the Region to carry out the Work, still requiring Regional Council approval.
Selection Committee	Representatives of the Region and other stakeholders appointed to evaluate the Proposals and recommend the Selected Respondent.
Service Management	Process of monitoring vehicle status and messaging information from INIT and implementing the appropriate strategies to maintain scheduled service including but not limited to text and status messages, schedule adherence and Computer Aided Service Restoration measures
Service Period	Dates associated with a service period when there is a change in service levels. For example, the Summer Service Period begins July 2 and ends Sept 4
SOP	Standard Operating Procedure
Spare Revenue Service Vehicle	A Revenue Service Vehicles in excess of the number of Revenue Service Vehicles required to meet the daily PVR
Special Clean Special Day	Refer to Appendix 'G' – Section 'B' for detailed definition Revenue Service scheduled to be delivered on a day of the week that is less or more than the service level assigned on a Regular Day during the Service Period (i.e. New Year's Eve where additional service is scheduled to the Regular Day)
Subcontractor	An individual, company or corporation having a contractual relationship with the Company for any part of the Work.
Successful Respondent	The Respondent meeting all the conditions of final Contract award as noted in Section 1, Article 1.05 of the RFP.
TCC	DRT Transit Control Centre located at 711 Raleigh Avenue, Oshawa, Ontario, or other location as assigned by DRT
Transit Services	All required labour, facilities, equipment, material and supplies provided by the Contractor to deliver transit services as specified in the RFP to deliver the transit services.
Wi-Fi	A local area wireless computer networking technology
Work	All labour, material, equipment, fixtures, services, supplies, acts and deliverables required to be done, furnished, provided or performed by the Company to manage the Work, as defined in the Agreement/ Purchase Order and contained in the Company's Proposal.

SECTION 1

INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

SECTION 1 - INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

1.01 Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to invite suitably qualified firms to submit Proposals for providing transit services for the Region of Durham. It is projected that the Work will be started between July 1, 2016 and December 16, 2016 depending on the timelines for meeting the mandatory requirements for final contract award noted in **Section 1 - Article 1.05 - RFP Schedule**.

1.02 Submission of Proposals

Respondents to submit **4 sets (1 original and 3 copies)] of their Proposal**: in writing in **sealed envelopes and/or packages**, clearly addressed as set out below.

The Director, Legislative Services – Regional Clerk or Designate
The Regional Municipality of Durham
605 Rossland Road East
1st Floor, Corporate Services-Legislative Services Division
Whitby, ON L1N 6A3

Request for Proposals: **RFP # 1010-2016**
Transit Services for the Region of Durham

Proposals will be received up until 2:00 p.m., local time, on Tuesday, May 17, 2016.

Proposals must be received in the Corporate Services - Legislative Services Division by the Closing Date and Time.

The onus unequivocally remains with the Respondent to ensure that the Region receives Proposals delivered or sent by courier or any third party prior to the Proposal Submission Deadline, in accordance with the submission process described in this Section. Proposals received after the Proposal Submission Deadline will not be considered and will be returned unopened.

Proposals to include the complete name and address of their firm and the name, mailing address, and telephone number of the person the Region should contact regarding the proposal.

Faxed or electronic submissions **will not** be accepted in response to this RFP.

Proposals should be submitted in the form and format specified in **Section 2** and must include the completed **Form of Proposal attached in Appendix 'A'**. A designated signing officer authorized to bind the Respondent to the provisions of their Proposal must sign the "Form of Proposal". Failure to do so will result in the Proposal being rejected.

Proposals must be legible and submitted in a non-alterable, fixed text format. The person signing on behalf of the Respondent must initial erasures, over-writing or strikeouts.

1.03 Mandatory Pre-Bid Meeting

There will be a **mandatory pre-bid information meeting on Monday, April 11, 2016, starting at 01:30 p.m. at Regional HQ, 605 Rossland Road East in Whitby, Room 5J**. All firms wishing to submit a Proposal **must** attend the above meeting in order to be considered for an award against this RFP. (A registration of firms in attendance will be taken at the meeting. If a potential bidding firm is being represented at the meeting by their consultant or a potential Subcontractor, the name and contact information of the bidding firm must be provided). **Failure to attend or be**

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

SECTION 1 - INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

represented at the meeting and sign the mandatory pre-bid meeting attendance form will result in disqualification of the firm's Proposal.

1.04 Review and Clarification

Proposals should not be restricted by any statements added to the Proposal or in a covering letter, or by alterations to the Form of Proposal supplied unless otherwise provided in the RFP.

Should a Respondent have concerns regarding any Term or Condition within the RFP document, these must be addressed before Proposal closing, during the inquiry period noted below.

All questions or inquiries must be made in **writing via e-mail** to the Region's contact below, before **4:30 p.m. on Tuesday, April 13, 2016** :

Babak Habibi, Procurement Officer
e-mail: babak.habibi@durham.ca

The Respondent is responsible for seeking clarification of any aspect of the RFP considered unclear. The Region's Procurement Officer noted above must receive all questions seeking clarification via e-mail. Responses to questions/clarifications will be communicated in writing to all Registered Document Takers via addenda to the RFP. (Refer to RFP Schedule).

Respondents shall not contact other members of Regional staff in preparing their Proposal. The Region may disqualify a Respondent and/or their Proposal if it determines that inappropriate contact has been made.

Protests based on any omission or error, or on the content of the RFP, will be disallowed if these issues have not been identified in accordance with this process. Should a dispute arise from the terms and conditions of any part of the RFP, regarding meaning, intent or ambiguity, the decision of the Region shall be final.

In submitting a Proposal, the Respondent acknowledges having read, completely understood, and accepted the terms and conditions of the RFP in full. The Region is not responsible for any misunderstanding of the RFP.

1.05 RFP Schedule

The RFP schedule set out herein represents the Region's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule may be shifted by the same number of days. The approximate schedule, subject to change, is as follows :

- | | |
|--|----------------|
| a) Issue date: | April 4, 2016 |
| b) Mandatory Pre-bid information meeting: | April 11, 2016 |
| c) Deadline for questions submission: | April 13, 2016 |
| d) Responses to questions (by addendum) : | April 15, 2016 |
| e) Close date: | May 17, 2016 |
| f) Shortlisted respondents presentation: | June 2016 |
| g) Conditional bid acceptance (the highest-scored compliant respondent only) | June 2016 |

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Conditions of Final Contract Award

Each of the following requirements must be met within the timeline noted (as revised by the Region) **for each condition**, or the Region reserves the right to move to the next highest-scored respondent for award consideration. All dates noted below in this section are subject to change as a result of an extension to the RFP closing date.

- i. The highest-scored compliant respondent's written notice to DRT confirming existence or potential availability of proposed maintenance and storage facilities for the scope of work noted in this RFP **No later than July 29, 2016**
- ii. Preliminary site visit and suitability review and assessment and conditional acceptance by the Region of the highest-scored compliant respondent's proposed maintenance and storage facilities for the scope of work noted in this RFP **August 2016**
- iii. Submission of, by the highest-scored compliant respondent identified by Region in the **Subsection "ii"** above, final fully executed lease agreement for a minimum of five (5) years or proof of ownership of maintenance and storage facilities for the scope of work noted in this RFP, located within the geographical boundaries of the Region of Durham and meeting minimum requirements noted in the RFP **No later than September 16, 2016**
- iv. Submission of, by the highest-scored compliant respondent identified by Region in the **Subsection "ii"** above, valid and current Province of Ontario Motor Vehicle Inspection Station License for the proposed and Region's conditionally-accepted maintenance facility for the scope of work noted in this RFP, issued by MTO **No later than October 28, 2016**
- v. Submission of, by the highest-scored compliant respondent identified by Region in the **Subsection "ii"** above :
 - Valid and current Province of Ontario Commercial Motor Vehicle Inspection Registration Certificate (CVOR)**AND**
 - Valid and current licenses and certifications, as outlined in requirements for the scope of work, for all proposed staff for the Work**No later than October 28, 2016**
- vi. Site visit inspection and approval by DRT of highest-scored compliant respondent's proposed maintenance facility for the scope of work noted in this RFP **November 2016**
- vii. Completion, by the highest-scored respondent identified by Region in the **Subsection "vi"** above, of all the necessary corrective actions for compliance of the proposed maintenance and storage facility for the scope of work noted in this RFP and final acceptance by the Region **No later than December 9, 2016**
- h) Final Contract Award **December 2016**

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1.06 Addenda to the RFP

The Region may issue amendment(s) in the form of Addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal Submission Deadline. Addenda will be sent **only** to **Registered Document Takers** issued RFP documents. (Refer to **Bidding Opportunities page of the Region's website for details on document registration**).

Respondents shall sign and return with the Proposal or acknowledge on the "Form of Proposal", receipt of such Addenda. In the event an RFP is amended, all terms and conditions that are not modified shall remain unchanged.

Under no circumstances shall Registered Document Takers rely upon any information or instructions from the Region, its employees, or agents unless provided in writing by the Region's Procurement Officer and issued through formal addenda to the RFP.

The Region, its employees, or agents shall not be responsible for any information or instructions related to this RFP, with the exception of information or instruction circulated through formal Addenda to the RFP.

If any addendum is issued after the Deadline for Issuing Addenda, the Region may at its discretion extend the Proposal Submission Deadline for a reasonable amount of time.

The Respondent is solely responsible for ensuring receipt of all Addenda posted on the Region's website and that they have been taken into account in the formation of their Proposal.

1.07 Alternate Proposals

Respondents may only submit one Proposal for evaluation. Where more than one version of a Proposal is received within an envelope / package, both Proposals will be disqualified and returned. Where two separate envelopes / packages are received, the Proposal stamped with the latest date/time will be accepted. Where the date/time stamp is not determinative, acceptance of one Proposal will be at the Region's sole discretion.

1.08 Joint or Consortium Proposals

The submission of joint or consortium Proposals is acceptable. In such an event, all members of the joint venture or consortium must be identified as well as one Primary Respondent designated in the Proposal who will be responsible for overall success of the Work and serve as the point of contact for communication and billing. Proposals must be signed and addressed by the Primary Respondent, whose signature will bind all members of the joint venture or consortium.

Where the information requested in this Article is not clearly communicated in the Respondent's Proposal, the Region reserves the right, in its sole discretion, to determine acceptance as a Proposal being made by the Primary Respondent only, to accept the Proposal as a joint or consortium Proposal, or to reject the Proposal outright. Acceptance will be at the Region's sole discretion.

1.09 Proposal Expiry Date

Respondents hereby acknowledge that their Proposals shall be irrevocable in the form submitted by the Respondent for a period of two hundred and forty (240) days from the Proposal Submission Deadline, or until an Agreement is signed with the Successful Respondent, whichever comes first. Extensions to this period may be granted with the mutual agreement of the Region and the Successful Respondent, and may be initiated by either party.

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1.10 Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if requests are received prior to the Proposal Submission Deadline. **No amendments or withdrawals will be accepted after this date.**

1.11 Purchasing By-Law

This RFP is issued, received, evaluated, accepted and processed in accordance with the Region's **Purchasing By-Law No. 68-2000 (As Amended)** of which a copy can be found at <http://www.durham.ca/departments/finance/purchasing/Bylaw68.pdf> and related procedures. In submitting a Proposal, the Respondent agrees to be bound by all terms and conditions of this RFP, including any appendices, the Region's Purchasing By-Law (As Amended), the Agreement and any amendments thereto, as fully as if they were incorporated herein.

1.12 Errors and Omissions

The Region shall not be held liable for any errors or omissions in any part of this RFP. The information contained in the RFP is supplied as a guideline for Respondents and is not necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the Respondents from forming their own opinions and conclusions.

1.13 Material Supplied by the Region

All material, documentation and information viewed or obtained by a Registered Document Taker in connection with this RFP is the property of the Region and shall not be used for any other purpose other than replying to this RFP and the fulfillment of any resulting Agreement. All material shall be returned upon request of the Region.

In the event of conflicts or inconsistencies among material viewed or obtained, this RFP shall prevail. Refer to **Article 1.06 – Addenda to the RFP**.

1.14 Conflict of Interest

In addition to the other information and representations made by each Respondent in the Form of Proposal, each Respondent must declare whether it has an actual or potential Conflict of Interest.

If, at the sole and absolute discretion of the Region, the Respondent is found to be in a Conflict of Interest, the Region may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Respondent.

The Respondent, by submitting the Proposal, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Contract other than those disclosed in the Proposal. Where the Region discovers a Respondent's failure to disclose all actual or potential Conflicts of Interest, the Region reserves the right, in its sole and unfettered discretion, to refuse to consider the Respondent's Proposal Submission and disqualify the Respondent.

The Region, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Respondent in the event that the Region determines that the Respondent made a misrepresentation or submitted any inaccurate or incomplete information in their Proposal.

Conflicts of Interest include, but are not limited to, any situation or circumstance where:

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- (a) in relation to the RFP process, the Respondent 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 information in the preparation of its Proposal that is confidential to the Region and not available to other Respondents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Respondent to anyone employed by, or otherwise connected with, the Region; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Region Contract, the Respondent'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;

1.15 Municipal Freedom of Information and Protection of Privacy Act

All correspondence, documentation and information provided to the Region, including the submission of Proposals, will be retained and not returned to the Respondent. As such, these items are subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M-56 ("MFIPPA") and may be subject to release pursuant to this Act.

Respondents are reminded to identify as confidential in their Proposal any specific scientific, technical, commercial, proprietary, or similar confidential information, for which disclosure could cause them injury. **Complete Proposals shall not be considered as confidential.**

By submitting any Personal Information requested in this RFP, Respondents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for Contract management purposes. Where the Personal Information relates to an individual assigned by the Respondent to provide the deliverables, such information may be used by the Region to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the experience requirements noted in the RFP and/or Agreement. If a Respondent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the Region's Contact in accordance with **Article 1.04 - Review and Clarification** of this RFP.

1.16 Limitation of Liability

By submitting a Proposal, each Respondent agrees that, other than the direct costs attributable to the preparation of a Proposal,

- (a) neither the Region, nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Proposal process including but not limited to loss of profits, loss of opportunity or for any other claim; and
- (b) the Respondent waives any claim for any compensation of any kind whatsoever, including loss of profit or loss of opportunity by reason of the Region's decision to not accept the Proposal submitted by the Respondent, to award a contract to any other supplier or to cancel this RFP process, and the Respondent shall be deemed to have agreed to waive such right or claim.

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1.17 Subcontractors

Respondents to provide and submit, using **Appendix 'E' – Subcontractor Form**, with the Proposal a list of all proposed subcontractors to be used.

1.18 Volume of Work

The Region makes no guarantee of the value of volume of work to be assigned through this RFP process.

The Region makes 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 Respondents the general size of the work. These quantities furnished without any liability on behalf of the Region.

It is the Respondent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

1.19 Proposals in English

All Proposals are to be in English only. Any Proposals received by the Region that are not entirely in the English language may be disqualified.

1.20 No Incorporation by Reference by Respondent

The entire content of the Respondent's Proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the Respondent's Proposal will not be considered to form part of its Proposal.

1.21 Debriefing

Respondents may request a debriefing, which will be carried out only after a Contract has been fully executed by the Company and the Region, within sixty (60) days of final Contract award. All requests must be in writing to the Region's Contact. The intent of the debriefing information session is to aid the Respondent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

1.22 Governing Law of RFP Process

This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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ADDITIONAL INFORMATION

SUBCONTRACTORS

Further to **Section 1, Article 1.17 – Subcontractors**, subcontracting will only be permitted in the support of the maintenance and servicing of equipment required for executing the requirements of the Work. During the term of the contract, The Region must be notified in writing prior to any changes being made to subcontractors indicated as part of this RFP.

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SECTION 2

PROPOSAL CONTENT AND FORMAT

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2.01 Proposal Format

The Region discourages overly lengthy and costly Proposals. However, for the Region to evaluate Proposals fairly and completely, Respondents should provide all of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Respondent being disqualified or scoring poorly in the evaluation.

Respondents are encouraged to submit **their Proposal's bound, (as opposed to using binders), with each of the following sections of the Table of Contents below clearly identified** and presented in separate sections. Corporate information may be attached as an Appendix.

2.02 Table of Contents

For the Proposal, the Respondent should provide a Table of Contents adhering to the following format :

Section 1	Appendix 'A' – Form of Proposal including completed Section 1.0 – Pricing , properly signed Section 2.0 – Signature Page
Section 2	Company Background, Qualifications and Experience
Section 3	Qualification and Experience of Proposed Staff, Key Personnel and Subcontractors
Section 4	Communication and Reporting
Section 5	Understanding the Scope of Work
Section 6	Maintenance of Revenue Service Vehicles
Section 7	Storage of Revenue Service Vehicles
Section 8	Supervision of Service Delivery
Section 9	Customer Service
Section 10	Service Excellence / Performance
Section 11	Innovation and Value-Added
Section 12	References

2.03 Mandatory Proposal Requirement(s)

The conditions below must be met at time of submission in order for the Proposal to be considered. Failure to meet these conditions will result in rejection of Proposal.

- ✓ **Received at the location as detailed in Article 1.02 up until 2:00 p.m., local time, on closing date**
- ✓ **Submission of Appendix 'A' - Form of Proposal:** Completed Pricing **Section 1.0** and duly executed Signature Page **Section 2.0**;
- ✓ **Signed or acknowledged Addenda** as detailed in **Article 1.06**.

2.04 Rated Proposal Requirements

Proposals should include thorough details to allow for a comprehensive evaluation of Proposals based on the Evaluation Criteria disclosed under **Section 3, Article 3.03 - Evaluation Criteria and Points Summary**. **In determining the level of detail to submit for evaluation, refer to the**

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evaluation point's breakdown outline as noted in Section 3, Article 3.03 relating to the following item.

.1 Company Background, Qualifications and Experience

Respondent to provide the following information:

- a. A brief statement of corporate purpose and company philosophy
- b. A brief overview of company history and background
- c. An organizational chart illustrating all divisions and subsidiaries of the Company
- d. Examples of relevant company experience, in the provision of the services specified in this RFP, indicating company ability to successfully deliver all key elements outlined in the scope of work of this RFP
- e. Evidence of proven track records of managing and administering services of similar size for another Region or similar public agency
- f. Detailed listing of existing and past clients who are similar to the Region in size and requirements and who are or have been under contract, over the past five (5) year period or longer, being provided with similar services
- g. A detailed list of clients who chose to renew service contracts similar in size and scope to the requirements of this RFP

.2 Qualifications and Experience of Proposed Staff, Key Personnel and Subcontractors

Respondent to provide the following information:

- a. A brief overview of the company quality assurance process and procedures for the selection of qualified and experienced staff
- b. A summary of the positions (job titles) and related responsibilities for all proposed team members for provision of the services specified in this RFP
- c. Resumes and any other relevant documentation detailing experience and qualifications of the proposed staff, managers and Subcontractors (as noted in **Appendix 'E'**) How the Respondent will provide effective and ongoing management and supervision of services performed as defined in the scope of work, demonstrating commitment to managing team members delivering the required services
- d. How the Respondent will effectively manage and supervise the proposed Subcontractors who are permitted to provide certain services in compliance with the scope of the work of the RFP
- e. Proposed staffing levels for service delivery, the number of sufficient staff required for provision of the services and a plan to maintain adequate staffing levels through the term of the Contract

.3 Communication and Reporting

Respondent to provide the following information:

- a. A brief description of the communication methods, appropriate to the scope of the work of the RFP, internally to employees of the Contractor and externally to DRT and the Region, including detailed process for each method
- b. A brief summary of the information that will be provided via each communication method noted in item 'a.' above

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- c. A listing of methods for reporting, internally and externally, the service status and performance in compliance with the scope of work of the RFP, including A description for type and format of the information that will be provided via each reporting method

.4 Understanding the Scope of Work

Respondent to provide the following information:

- a. A description of key elements of the services, including but not limited to operation, planning, maintenance and storage of Revenue Service Vehicles, communication, training and customer service, based on the information and requirements provided in the scope of work
- b. A description of what the Respondent considers DRT's prime objectives for the Work, based on the information and requirements outlined in the scope of work
- c. Details regarding any challenges, foreseen by the Respondent, in meeting the timelines required by the RFP as noted in **Section 1.05 – RFP Schedule** and the proposed methods of resolving each of these challenges

.5 Maintenance of Revenue Service Vehicles

RESPONDENTS TO SUBMIT DETAILS FOR EITHER SCENARIO 5A , OR SCENARIO 5B, LISTED BELOW :

SCENARIO 5A

WHERE THE RESPONDENT IS PROPOSING AN EXISTING AND ACQUIRED MAINTENANCE FACILITY FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Respondent to provide the following information:

- a. Detailed description of the maintenance facility, including its address in the Region, advantages and disadvantages of the maintenance facility based on all requirements outlined in the scope of work, and the impact of the location of the maintenance facility on the overall Deadheads and fuel consumption.
- b. A schematic layout of the maintenance facility along with detailed description for each of the following proposed items pertaining to the maintenance facility, explaining how each proposed item meets the respective requirements of the Work:
 - .1 Facility overall size/dimensions
 - .2 Power and utilities
 - .3 Fuelling station details including but not limited to capacity and number of pumps
 - .4 Automated fuel management system details including but not limited to its features and reporting capabilities
 - .5 Bus wash system details including but not limited to capacity and features
 - .6 Repair/maintenance shop details including size/dimension and complete list of equipment and tools to support routine, preventative and emergency maintenance/repair requirements for Revenue Service Vehicles
 - .7 Locations for DRT-supplied equipment (as noted in the scope of work)
 - .8 Location for locked room for housing cash vault for dumping fare boxes and secure storage of vault
 - .9 Security management system details including but not limited to its features and functions of CCTV equipment

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- c. A listing of proposed Contractor's staff positions at the maintenance facility and details regarding their responsibilities
- d. Detailed description of the proposed maintenance management program for preventative and routine maintenance for Revenue Service Vehicles
- e. Detailed description of the proposed plan for management of inventory, replenishment and storage of the spare parts required for the maintenance of Revenue Service Vehicle

OR

SCENARIO 5B

WHERE THE RESPONDENT IS PROPOSING A MAINTENANCE FACILITY **NOT CURRENTLY ACQUIRED** FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Respondent to provide the following information:

- a. Detailed description of the Maintenance Facility, including the address of the proposed Maintenance Facility in the Region, advantages and disadvantages of the maintenance facility based on all requirements outlined in the scope of work, and the impact of the location of the maintenance facility on the overall Deadheads and fuel consumption.
- b. A conceptual layout for the proposed maintenance facility along with detailed description for each of the following items pertaining to the proposed maintenance facility, explaining how each item meets the respective requirements of the Work:
 - .1 Facility size/dimensions
 - .2 Power and utilities
 - .3 Fuelling station details including but not limited to capacity and number of pumps
 - .4 Automated fuel management system details including but not limited to its features and reporting capabilities
 - .5 Bus wash system details including but not limited to capacity and features
 - .6 Repair/maintenance shop details including size/dimension and list of equipment and tools, hardware and spare parts to support routine, preventative and emergency maintenance/repair requirements for Revenue Service Vehicles
 - .10 Locations for DRT-supplied equipment (as noted in the scope of work)
 - .7 Location for locked room for housing cash vault for dumping fare boxes and secure storage of vault
 - .8 Security management system details including but not limited to its features and functions of CCTV equipment
- c. A listing of proposed Contractor's staff positions at the maintenance facility and details regarding their responsibilities
- d. Detailed description of the proposed maintenance management program for preventative and routine maintenance for Revenue Service Vehicles
- e. Detailed description of the proposed plan for management of inventory, replenishment and storage of the spare parts required for the maintenance of Revenue Service Vehicle

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.6 Storage of Revenue Service Vehicles

RESPONDENTS TO SUBMIT DETAILS FOR EITHER SCENARIO 6A , OR SCENARIO 6B, LISTED BELOW :

SCENARIO 6A

WHERE THE RESPONDENT IS PROPOSING EXISTING AND ACQUIRED STORAGE FACILITY(IES) FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Respondent to provide the following information:

- a. Detailed description of each storage facility including address in the Region, advantages and disadvantages of the storage facility based on all requirements outlined in the scope of work, and the impact of the location of the storage facility on the overall Deadheads and fuel consumption.
- b. A schematic layout of each storage facility along with detailed description for each of the following proposed items pertaining to the storage facility explaining how each proposed item meets the respective requirements of the Work:
 - .1 Facility overall size/dimensions
 - .2 Power and utilities
 - .3 Security management system details including but not limited to its features and functions of CCTV equipment
- c. Detailed description of the Contractor's maintenance and operational processes for managing Revenue Service Vehicles at each storage facility, including but not limited to daily servicing, assignment of Revenue Service Vehicles to operators, vehicle defect reporting and any other relevant processes

OR

SCENARIO 6B

WHERE THE RESPONDENT IS PROPOSING STORAGE FACILITY(IES) NOT CURRENTLY ACQUIRED FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Respondent to provide the following information:

- a. A listing of the proposed area(s) within the geographical boundaries of the Region for setting up the storage facility(ies), detailed description of each proposed storage facility including address in the Region, advantages and disadvantages of the storage facility based on all requirements outlined in the scope of work, and the impact of the location of the storage facility on the overall Deadheads and fuel consumption.
- b. A conceptual layout for each proposed storage facility along with detailed description for each of the following items pertaining to the proposed storage facility explaining how each item meets the respective requirements of the Work:
 - .1 Facility size/dimensions
 - .2 Power and utilities
 - .3 Security management system details including but not limited to its features and functions of CCTV equipment
- c. Detailed description of the Contractor's maintenance and operational processes for managing Revenue Service Vehicles at each storage facility, including but not limited to

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daily servicing, assignment of Revenue Service Vehicles to operators, vehicle defect reporting and any other relevant processes

.7 Supervision of Service Delivery

Respondent to provide the following information:

- a. A summary of methods and processes utilized to manage and supervise the delivery of Blocked Revenue Service including but not limited to
 - i. Operators reporting to work
 - ii. on-street reliefs
 - iii. service management using ITSC
- b. A description of the vehicles, including make, model name and model year that will be used by Contractor's supervisors who manage or supervisor delivery of Blocked Revenue Service.

.8 Customer Service

Respondent to provide the following information:

- a. A detailed description of the processes for handling and responding to comments and complaints received through the Customer Complaint Resolution Process in regards to the services provided by the Respondent
- b. A detailed description of the actions that will be taken by the Respondent to meet or exceed AODA requirements

.9 Service Excellence / Performance

Respondent to provide the following information:

- a. How the Respondent will effectively promote service excellence by meeting or exceeding acceptable performance criteria and requirements outlined in the scope of work of this RFP
- b. Detailed description for the staff replacement processes including overlap transition of key personnel no longer available during the term of the Contract
- c. How the Respondent will effectively ensure continued acceptable performance requirements, as outlined in the scope of work of this RFP, in the event the Respondent's key personnel are unavailable or unable to perform their duties
- d. A detailed description of the management program for monitoring and delivery of service for the Work and the processes that will be utilized to manage employee performance,
- e. A detailed description of the plan for minimizing fuel consumption for the Work
- f. A detailed description of the health and safety management program for the Work
- g. A detailed description of the business continuity plan for continued service in the event of an emergency or reduced employee availability to do the work.
- h. A detailed description of the management program to comply with DRT's SOPs in respect to requirements of the Work

.10 Innovation And Value-Added

Respondent to provide the following information:

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Proposed innovative and value-added elements that will further enhance the service provided.

.11 Pricing

Respondent must provide the following in **Appendix 'A' - Section 1.0 - Pricing** :

Total price for Blocked Revenue Service Time for the initial 5-year term of the Contract, based on the submitted Blocked Revenue Service Hourly Rate for Regular Days and Statutory Holidays for the estimated Blocked Revenue Service Time.

The Pricing shall be the total all-inclusive cost to the Region to provide the Work, including all direct and indirect costs.

The Company shall be responsible for all costs including, but not limited to, meetings with Regional staff and assisting the Region with implementation of the Work. Prices and charges quoted shall be firm without escalator clauses or other qualifications and be expressed in Canadian currency. All applicable duty and excise taxes shall be included, excluding Harmonized Sales Tax (HST), which shall be extra where applicable. Should any additional tax, duty or variation in any tax or duty imposed by the Government of Canada or Province of Ontario become directly applicable to the work subsequent to submission of the Proposal and before the delivery of the work covered by the Contract, an appropriate increase or decrease in the price of work may be adjusted to compensate for such changes as of the effective date thereof.

.12 Presentation and Demonstration

Proposal submissions will be assessed based on the evaluation criteria, resulting in the selection of short-listed Respondents. Up to **three (3)** of the top scoring Respondents will be short-listed and will be notified to provide a presentation (with visuals) of their Proposal. The Region will furnish details concerning the presentation location. The short-listed respondents chosen will be allowed 15 minutes to prepare for their presentation onsite.

2.05 References (Pass / Fail)

Proposals should include a list of at least three references the Region may contact. The Region reserves the right to contact the references provided or any others deemed appropriate by the Region. References should be from sources of similar Work experience and relevant to the requirements of this Work.

In each case include the Company Name, Description of Work provided, Approximate Annual Value of Work, Contact Name & Title, Phone Number and Email Address

Where references contacted do not substantiate to an acceptable degree the Respondent's ability to perform the Work, the Region, in its sole discretion, reserves the right to disqualify the Respondent and move to consider the next highest scoring Respondent.

Note: The Region reserves the right to obtain and consider reference feedback from Regional Staff having experience with a respondent who has provided this Work to the Region of Durham within the last three years.

References will only be rated as a Pass or Fail. In order for references to generate a pass, they must be considered accurate and relevant, based on similar size and scope of the Region's requirements, and prove to validate, to the Region's satisfaction, that the Respondent generally met the reference's expectations.

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Note that the Region and/or staff that are currently employed with the Region or any individual employed by the Region during the most recent Contract Term for these products and services should not be listed as client references or utilized to provide letters of recommendation, letters of acknowledgement or any similar documentation meant to provide the same information.

2.06 Financial Stability (Pass / Fail)

Further to **Article 3.07 – Reserved Rights of the Region, Sub Article b)**, where requested by the Region, to assist in determining the financial stability and capacity of the Respondent to perform and complete the work for this RFP, Respondents shall submit the following information: A letter from their bank or financial institution, providing supporting evidence of suitable financial capacity to perform the value of the Work by confirming the amount of current credit availability, along with the length of time doing business with the Respondent.

In addition, the Region reserves the right in its sole discretion to obtain credit reports and/or any other available financial information deemed by the Region to be appropriate for any Respondent from established Credit Reporting Agencies.

SECTION 3

EVALUATION CRITERIA AND SELECTION PROCESS

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SECTION 3 – EVALUATION CRITERIA AND SELECTION PROCESS

3.01 Mandatory Items

All Proposals will be reviewed by the Procurement Officer for compliance to the mandatory conditions to determine compliance. Any Proposal not meeting all of the mandatory conditions noted in **Article 2.03** will be rejected. The mandatory submission requirements must be met before Proposals will proceed to the Rated Evaluation Stage. Failure to comply with these mandatory provisions disqualifies the Proposal from further consideration.

3.02 Selection Process

Proposals deemed compliant will be evaluated further based on the evaluation criteria described in **Section 3, Article 3.03 - Evaluation Criteria and Points Summary**.

A Selection Committee consisting of Regional staff or their representatives will evaluate the Proposals. Subject to the Region's reserved rights as set out herein and fulfillment of any other conditions, the Respondent achieving the highest combined point score based on the rated criteria will be the Selected Respondent.

The Region reserves the right to seek clarification and supplementary information relating to the clarification from any or all Respondents or to request the Respondent to exhibit or otherwise demonstrate the information contained therein after the Proposal Submission Deadline. The response received by the Region from a Respondent shall, if accepted by the Region, form an integral part of that Respondent's Proposal. The Region reserves the right to interview any or all Respondents to obtain information about or clarification of their Proposals. In the event that the Region receives information at any stage of the evaluation process which results in earlier information provided by the Respondent being deemed by the Region to be inaccurate, incomplete or misleading, the Region reserves the right to revisit the Respondent's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

All of the provisions of this RFP are deemed to be accepted by each Respondent and incorporated into each Respondent's Proposal.

3.03 Evaluation Criteria and Points Summary

Respondent's Proposals will be evaluated based on the following criteria:

.1 Company Background, Qualifications and Experience

Points
100

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- Extensive, appropriate and relevant company background and experience in (1) providing key elements of the services specified in the scope of work of this RFP, and (2) managing and administrating executed contracts for such services of similar size for other Region(s) or similar public agency(ies)

and

- Validation of the company extensive, appropriate and relevant experience in providing such services, indicating the company is able to successfully and consistently provide all required elements of the outlined in the scope of work of this RFP,

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.2 Qualifications and Experience of Proposed Staff, Key Personnel and Subcontractors

Points
100

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. Evidence of successful implementation and appropriate use of a robust quality assurance process and procedures for the selection of qualified and experienced staff already, as indicated and validated through relevant details provided
- b. Appropriate and relevant list of the proposed positions (job titles) and related responsibilities for all proposed team members for provision of the services specified in this RFP, indicating and validating proper and sufficient allocation of the staff, key personnel and Subcontractors for all requirements of the Work
- c. Appropriate and relevant experience and qualifications of all proposed staff, managers and Subcontractors (noted in **Appendix 'E'**) as indicated through resume and other relevant/supporting documentation submitted
- d. An appropriate, clear and robust plan for effective, consistent and ongoing management and supervision of services performed as defined in the scope of work and substantiating the commitment to managing team members delivering the required services
- e. A well-defined and feasible plan for effectively managing and supervising the proposed Subcontractors validating the respondent's ability to meet all maintenance requirements for the Work
- f. A clear and appropriate description of the staffing levels indicating sufficient staff are proposed for the Work, and an effective, well-defined plan to maintain adequate staffing levels through the term of the Contract

.3 Communication and Reporting

Points
25

Based on the Scope of Work as detailed in the RFP the degree to which the Respondent's Proposal demonstrates :

- a. A well-defined and appropriate process for effective communication within the company and with DRT including a listing of all communication methods and brief description for each communication method indicating and validating sufficient and effective communication for all requirements of the Work
- b. The effectiveness and successful utilization of the proposed communication method, validated through clear description and detailed information and relevant examples provided
- c. Evidence of successful implementation and utilization of methods for monitoring and reporting the service status and performance in compliance with the Scope of Work of the RFP, as indicated through relevant details including but not limited to type and format of the information provided via each reporting method

.4 Understanding the Scope of Work

Points
100

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates:

- a. Appropriate, relevant and detailed description of the key elements of the services, including but not limited to operation, planning, maintenance and storage of Revenue

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Service Vehicles, communication, training and customer service, indicating Respondent's clear and thorough understanding of the scope of work

- b. A well-defined description of what the Respondent accurately considers as DRT's prime objectives for the Work, indicating Respondent's capability to plan all its resources to achieve those objectives
- c. Appropriate, relevant and detailed description of any potential challenges, appropriately foreseen by the Respondent, for meeting the timelines required by the RFP as noted in **Section 1.05 – RFP Schedule** including details of the proposed methods of resolving each of these challenges, indicating Respondent's vision and competence to contribute to timely transition requirements for the Work

.5 Maintenance of Revenue Service Vehicles

Points
70

THE FOLLOWING EVALUATION CRITERIA ARE APPLICABLE TO SCENARIO 5A NOTED IN SECTION 2 – ARTICLE 5

WHERE THE RESPONDENT HAS PROPOSED AN EXISTING AND ACQUIRED MAINTENANCE FACILITY FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates:

- a. Well-described analysis on the impact of the location of the maintenance facility on minimizing overall Deadheads and fuel consumption validated through detailed description of advantages and disadvantages of the maintenance facility based on all requirements outlined in the scope of work
- b. An appropriate schematic layout of the maintenance facility along with well-detailed, below-noted required descriptions for each of the following items pertaining to the maintenance facility, confirming that the maintenance facility meets the respective requirements of the Work:
 - .1 Sufficient overall size/dimensions of the maintenance facility, validated through submission of relevant information, detailed analysis and appropriate assessment in relation to the requirements of the Work
 - .2 Sufficient power and utilities available at of the maintenance facility, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .3 Suitability of the fuelling station at the maintenance facility in terms of its capacity and number of pumps, validated through submission of relevant/detailed and appropriate assessment in relation to the requirements of the Work
 - .4 Suitability and appropriate capability of the automated fuel management system in terms of its features and reporting capabilities, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .5 Suitability and appropriate capability of the bus wash system in terms of its capacity and features, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .6 Suitability of the repair/maintenance shop in terms of its size/dimension, equipment and tools for supporting routine, preventative and emergency maintenance/repair requirements for Revenue Service Vehicles, validated through

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- submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
- .7 Suitability and deemed effectiveness of the proposed locations for DRT-supplied equipment for the Work, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .8 Suitability of the location for locked room for housing cash vault for dumping fare boxes and secure storage of vault, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .9 Suitability, performance and appropriate capability of the security management system in terms of its features and functions of CCTV equipment, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
- c. Clear and well-defined description of the proposed staff positions and appropriate definition of their responsibility, confirming the ability to meet the requirements outlined in the scope of work
 - d. Clear and well-defined description of the effective maintenance management program proposed for preventative and routine maintenance for Revenue Service Vehicles, confirming the respondent's ability to meet the requirements outlined in the scope of work
 - e. Clear, well-defined and realistic plan for management of inventory, replenishment and storage of the spare parts, confirming the ability to meet the requirements of the Work in relation to maintenance of Revenue Service Vehicle

THE FOLLOWING EVALUATION CRITERIA ARE APPLICABLE TO SCENARIO 5B NOTED IN SECTION 2 – ARTICLE 5.

WHERE THE RESPONDENT HAS PROPOSED A MAINTENANCE FACILITY **NOT CURRENTLY ACQUIRED** FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. Well-described analysis on the impact of the location of the maintenance facility on minimizing overall Deadheads and fuel consumption validated through detailed description of advantages and disadvantages of the maintenance facility based on all requirements outlined in the scope of work
- b. An appropriate conceptual schematic layout for the proposed maintenance facility meeting requirements of the work, along with detailed description for each of the following items pertaining to the proposed maintenance facility, confirming that the proposed maintenance facility meets the respective requirements of the Work:
 - .1 Sufficient overall size/dimensions of the proposed maintenance facility, validated through submission of relevant information, detailed analysis and appropriate assessment in relation to the requirements of the Work
 - .2 Power and utilities being sufficient at of the proposed maintenance facility, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .3 Suitability of the fuelling station at the proposed maintenance facility in terms of its capacity and number of pumps, validated through submission of relevant/detailed and appropriate assessment in relation to the requirements of the Work

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- .4 Suitability and appropriate capability of the automated fuel management system in terms of its features and reporting capabilities, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .5 Suitability and appropriate capability of the bus wash system in terms of its capacity and features, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .6 Suitability of the repair/maintenance shop in terms of its size/dimension, equipment and tools, hardware and spare parts for supporting routine, preventative and emergency maintenance/repair requirements for Revenue Service Vehicles, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .7 Suitability and deemed effectiveness of the locations for DRT-supplied equipment for the Work, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .8 Suitability of the location for locked room for housing cash vault for dumping fare boxes and secure storage of vault, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .9 Suitability, performance and appropriate capability of the security management system in terms of its features and functions of CCTV equipment, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - c. Clear and well-defined description of the proposed staff positions and appropriate definition of their responsibility, confirming the ability to meet the requirements outlined in the scope of work
 - d. Clear and well-defined description of the effective maintenance management program proposed for preventative and routine maintenance for Revenue Service Vehicles, confirming the respondent's ability to meet the requirements outlined in the scope of work
 - e. Clear, well-defined and realistic plan for management of inventory, replenishment and storage of the spare parts confirming the ability to meet the requirements of the Work in relation to maintenance of Revenue Service Vehicle
- .6 Storage of Revenue Service Vehicles**

Points
30

THE FOLLOWING EVALUATION CRITERIA ARE APPLICABLE TO SCENARIO 6A NOTED IN SECTION 2 – ARTICLE 6

WHERE THE RESPONDENT HAS PROPOSED EXISTING AND ACQUIRED STORAGE FACILITY(IES) FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. Well-described analysis on the impact of the location of each storage facility on minimizing overall Deadheads and fuel consumption validated through detailed description of advantages and disadvantages of the storage facility based on all requirements outlined in the scope of work

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- b. An appropriate schematic layout of each storage facility along with well-detailed descriptions for each of the following items pertaining to the storage facility, confirming that the storage facility meets the respective requirements of the Work:
 - .1 Sufficient overall size/dimensions of the maintenance facility, validated through submission of relevant information, detailed analysis and appropriate assessment in relation to the requirements of the Work
 - .2 Sufficient power and utilities available at the maintenance facility, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .3 Suitability, performance and appropriate capability of the security management system in terms of its features and functions of CCTV equipment, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
- c. Appropriate and effective maintenance and operational processes for efficient managing Revenue Service Vehicles at each storage facility with relevant details describing resultant impacts on daily servicing, assignment of Revenue Service Vehicles to operators, vehicle defect reporting and other relevant processes

THE FOLLOWING EVALUATION CRITERIA ARE APPLICABLE TO SCENARIO 6B NOTED IN SECTION 2 – ARTICLE 6

WHERE THE RESPONDENT HAS PROPOSED STORAGE FACILITY(IES) **NOT CURRENTLY ACQUIRED** FOR THE REQUIREMENTS OUTLINED IN THE SCOPE OF WORK OF THE RFP FOR THE TERM OF THE CONTRACT:

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates:

- a. Well-described and detailed analysis on the impact of the area(s) in the Region for setting up the proposed storage facility on the overall Deadheads and fuel consumption, including detailed list and description of advantages and disadvantages for each proposed area, indicating and validating proper ranking of the areas in order of preference/suitability to meet the requirements outlined in scope of work
- b. An appropriate conceptual schematic layout for the proposed storage facility meeting requirements of the work, along with detailed, below-noted required description for each of the following items pertaining to the proposed storage facility, confirming that the proposed storage facility meets the respective requirements of the Work:
 - .1 Sufficient overall size/dimensions of the proposed storage facility, validated through submission of relevant information, detailed analysis and appropriate assessment in relation to the requirements of the Work
 - .2 Power and utilities being sufficient at of the proposed maintenance facility, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .3 Suitability of the office/admin area in terms of its overall size/dimensions, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work
 - .4 Suitability, performance and appropriate capability of the security management system in terms of its features and functions of CCTV equipment, validated through submission of relevant/detailed information and appropriate assessment in relation to the requirements of the Work

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- c. Appropriate and effective maintenance and operational processes for efficient managing Revenue Service Vehicles at each storage facility with relevant details describing resultant impacts on daily servicing, assignment of Revenue Service Vehicles to operators, vehicle defect reporting and other relevant processes

.7 Supervision of Service Delivery

Points
50

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. Appropriate methods and processes utilized to effectively manage and supervise the delivery of Blocked Revenue Service including but not limited to:
 - i. Operators reporting to work
 - ii. on-street reliefs
 - iii. service management using ITSC
- b. Effective management and supervision of delivery of Blocked Revenue Service through adequate allocation of vehicles to Contractor's supervisors, validated based on the detailed information, including but not limited to vehicle make, model name and model year submitted

.8 Customer Service

Points
50

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. A well-defined and clear description of how the Respondent will effectively manage comments and complaints received through the Customer Complaint Resolution Process in regards to the services provided by the Respondent
- b. A well-described and clear plan including detailed specific and effective actions that will be taken by the Respondent to consistently meet or exceed AODA requirements

.9 Service Excellence / Performance

Points
100

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates :

- a. A well-defined, clear and feasible plan for effectively promoting service excellence by meeting or exceeding acceptable performance criteria and requirements outlined in the scope of work of this RFP, indicating effectiveness of the plan to meet the service requirements outlined in the scope of work though relevant and valid details provided
- b. A well-described, clear and detailed plan for the staff replacement processes including overlap transition of key personnel no longer available during the term of the Contract, indicating respondent's capability and validating the effectiveness of the plan to ensure sustaining acceptable service level
- c. A well-defined, clear and practical plan in the event the Respondent's key personnel are unavailable or unable to perform their duties, indicating Respondent's preparedness to consistently meet acceptable performance requirements, outlined in the scope of work of this RFP, substantiated through relevant and adequate details submitted
- d. A clearly-defined and robust management program for effective monitoring and consistent delivery of acceptable service per requirements outlined in the scope of

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work, including a progressive and practical approach to employee performance management indicating effectiveness of the plan through relevant and adequate details submitted,.

- e. A well-defined, logical and practical plan for minimizing Deadheads and fuel consumption for the Work substantiated through relevant details and valid analysis submitted
- f. A clearly-defined health and safety management program for the Work indicating Respondent's accountability and commitment promote safe and healthy working environment, substantiated through relevant and adequate details submitted
- g. A well-defined, practical and robust business continuity plan for continued service in the event of an emergency or reduced employee availability, indicating Respondent's preparedness to manage these situations, as substantiated and validated through relevant and adequate details submitted
- h. A clear and detailed management program to comply with DRT's SOPs in respect to requirements of the Work, indicating Respondent's clear understanding of Respondent's obligations and responsibilities, validated through detailed description submitted

.10 Innovation and Value-Added

Points
50

Based on the Scope of Work as detailed in the RFP, the degree to which the Respondent's Proposal demonstrates:

Suitability and feasibility of clear and well-defined innovative and value-added elements proposed, validated through submission of detailed information, through descriptions and realistic analysis provided, indicating positive effects of the proposed value-added elements on the overall efficiency of the transit services provided

.11 Pricing

Points
300

The lowest price associated with the Work as noted in **Appendix 'A' - Section 1.0 - Pricing** will be compared to each subsequent **price associated with the Work**. The maximum points available will be awarded to the Proposal with the lowest total cost.

Points will be awarded to each subsequent Proposal based on the following formula:

$$\frac{\text{Lowest Total Cost}}{\text{Subsequent Total Cost}} \times 300 \text{ Points} = \text{Score}$$

.12 Presentation and Demonstration

Points
25

Top-scoring Respondent(s) as detailed in **Section 2 - Article 2.04 - Presentation and Demonstration** will be short-listed for a presentation of their Proposal. The presentation will be evaluated on the ability to meet or exceed the requirements in terms of its deliverables, functional and technical requirements as detailed in this RFP.

The presentation and responses provided should demonstrate:

- Validation of the Company's understanding of the Scope of Work / Specifications
- Appropriate responses to questions during the presentation and demonstration.

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Respondents will not be permitted to add to or alter their Proposals through the presentation process. Instructions will be provided in advance to those Respondents selected for a presentation.

Short-listed Respondents invited to provide a presentation to the evaluation committee may be required to provide additional information and/or answer specific pre-established questions for evaluation purposes. The scores received for this presentation will be added to the scores received for the submission to determine the highest scoring Respondent. Scores given for the presentation shall be based on the short-listed Respondent's presentation and answers provided and not on any information previously submitted in the Short-listed Respondents Proposal.

Maximum Total Points Available

1,000

References

As detailed in **Section 2**

Pass/Fail

Financial Stability

As detailed in **Section 2**

Pass/Fail

3.04 Total Score and Choice of Selected Respondent

The Selected Respondent will be the Respondent with the highest total score for the Work based on the rated criteria. Subject to positive reference checks, the expressed and implied reserved rights of the Region and Regional Council approval, the Selected Respondent may be invited to enter into an Agreement in accordance with the Terms and Conditions of **Section 4** and all other terms and conditions of RFP and the Respondent's accepted proposal.

3.05 Negotiations

The Region may negotiate with the Successful Respondent regarding revisions to non-material Terms and Conditions which will not impact the Work. The option of whether or not to negotiate rests solely with the Region. The Successful Respondent will be responsible for any of their own expenses incurred to attend any such negotiations.

No liability shall accrue to the Region for its decision in this regard.

3.06 Award

The Region reserves the right, in its sole and unfettered discretion, to:

- Issue an Award to one or multiple Respondents for this Work in whole or in part; or
- Refrain from making an Award if it determines that to be in its best interest; or
- Not make an award to any Respondent, if it is determined by the Region that the costs of completing the Work exceed budgetary constraints

The Region may make an Award on the basis of the Proposals received without discussion. Therefore, each initial offer should contain the Respondent's best terms/information, including all required documentation as listed in this RFP.

The Successful Respondent shall execute the Agreement in the form of **SECTION 4 – Agreement Terms and Conditions** to this RFP and satisfy any other applicable conditions of

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this RFP within fifteen (15) days of notice of selection. This provision is solely to the benefit of the Region and may be waived by the Region at its sole discretion.

A Respondent who submits conditions, options, variations or contingent statements to the terms set out in the RFP (which includes all Appendices and Addenda), either as part of its Proposal or after receiving notice of selection, may be disqualified. The Region acknowledges the need to add transaction-specific particulars to the Form of Agreement but the Region will not otherwise make material changes to the Agreement.

The Successful Respondent will be notified of the Award in writing to the address given on the “Form of Proposal”, and may be contacted verbally by the Region’s Contact Person.

In addition to all of the Region’s other remedies, if a successful respondent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Region may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Respondent and proceed with the selection of another Respondent.

The award of this RFP is subject to the availability of finances and the review and approval by Regional Management and Regional Council or designate as required. Any of these parties may elect not to approve the award of this RFP for any reason. If the required approvals are not obtained, this RFP may be cancelled. **IF THIS RFP IS CANCELLED THE RESPONDENT AGREES TO WAIVE ANY RIGHT TO CLAIM ANY DAMAGES OR COST RECOVERIES WHATSOEVER AGAINST THE REGION OF DURHAM, ITS ELECTED OFFICIALS, EMPLOYEES AND AUTHORIZED AGENTS.**

No liability shall accrue to the Region for its decision in this regard.

3.07 Reserved Rights of the Region

The Region reserves the right to:

- a) make public the names of any or all Respondents
- b) evaluate the financial stability and capacity of all, some or one of the Respondents at any point prior to final Contract award
- c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent’s response to that request for clarification into the Respondent’s Proposal
- d) adjust a Respondent’s scoring or reject a Respondent’s Proposal on the basis of
 - i. a financial analysis determining the actual cost of the Proposal when considering factors including quality, service, price and transition costs arising from the delivery of the required Work
 - ii. information provided by references
 - iii. the Respondent’s past performance on previous contracts awarded by the Region
 - iv. the information provided by a Respondent pursuant to the Region exercising its clarification rights under this RFP process
 - v. other relevant information that arises during the RFP process
- e) waive formalities and accept Proposals which substantially comply with the requirements of this RFP
- f) verify with any Respondent or with a third party any information set out in a Proposal;
- g) check references other than those provided by any Respondent
- h) disqualify any Respondent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications

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- i) disqualify any Respondent or the Proposal of any Respondent who has engaged in conduct prohibited by this RFP
- j) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP
- k) select the Respondent other than the Respondent whose Proposal reflects the lowest cost to the Region or the highest overall score
- l) cancel this RFP process at any stage
- m) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables
- n) accept or reject any or all Proposals in whole or in part
- o) discuss with any Respondent different or additional terms to those contemplated in this RFP or in any Respondent's Proposal
- p) if a single Proposal is received, reject the Proposal of the sole Respondent and cancel this RFP process or enter into direct negotiations with the sole Respondent
- q) lowest cost or highest scoring or any Proposal will not necessarily be accepted

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

The Region may reject any Proposal that:

- Is incomplete, obscure, or does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP
- May cause or have the potential to cause a Conflict of Interest
- Does not comply with all applicable Municipal, Provincial, and Federal laws, codes, and regulations, which may be applicable to the Work performed subsequent to the RFP
- Is restricted or qualified by a statement added to the "Form of Proposal" or by a covering letter, or by alterations to the "Form or Proposal" supplied

The Region may waive minor informalities that:

- Do not affect responsiveness
- Are merely a matter of format
- Do not change the relative standing or otherwise prejudice other Proposals
- Do not change the meaning or scope of the RFP
- Are trivial, negligible, or immaterial in nature
- Do not reflect a material change in the Work
- Do not constitute a substantial reservation against a requirement or provision

The Region shall not be liable for any expenses, costs or losses suffered by any Respondent or any third party resulting from the Region exercising any of its express or implied rights under this RFP.

3.08 Durham Region Accessible Customer Service Policy

Durham Region's Accessible Customer Service Policy is stated below:

"Durham provides goods and services to all residents, including those with disabilities. Every effort will be made to ensure the following:

The goods and services will be provided in a timely manner that respects the dignity and independence of persons with disabilities.

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The provision of goods and services to persons with disabilities, and others, will be integrated unless an alternate measure is necessary, whether temporarily or permanently, to enable a person with a disability to obtain, use or benefit from the goods and services.

People with disabilities may use assistive devices, guide animals and/or support persons in the access of goods and services.”

Statement of Understanding

Respondents, by submitting a Proposal, hereby acknowledge that due to their participation, volunteer and/or contract involvement with the Region of Durham, acknowledge that they have been made aware of and have read the above Accessible Customer Service Policy, and understand that;

A person with a disability may include someone who is blind, vision challenges, deaf or hard of hearing, physical disabilities as well as learning, intellectual and/or mental health disabilities

Many disabilities are not obvious or visible

People with disabilities will be provided with services from the Region of Durham in an equitable manner which respects their dignity and independence

Provision of goods and services to persons with disabilities will be integrated unless an alternate measure is required

Service animals are permitted on regional premises

Support persons may accompany and assist people with disabilities when accessing services

Assistive devices are used to allow independence to persons with disabilities and will be respected accordingly within regional offices

Accessible Feedback method is a process for both employees as well as members of the public to express any issues or comments on accessibility within regional services

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ADDITIONAL TERMS AND CONDITIONS

*Further to **Section 3, Article 3.04 – Total Score and Choice of Selected Respondent:***

The Selected Respondent will be the Respondent with the highest total score for the Work based on the rated criteria.

Subject to positive reference checks, the expressed and implied reserved rights of the Region and Regional Council approval, the Selected Respondent shall be required to meet all the conditions of final contract award as detailed in **Section 1, Article 1.05 FP-1010-2016**.

Upon meeting all of the conditions of final contract award as detailed in **Section 1, Article 1.05 – RFP Schedule**, the Selected Respondent will be deemed the Successful Respondent who may be invited to enter into a final Agreement in accordance with the Terms and Conditions of **Sections 4 and 5**, and all other terms and conditions of RFP and the Respondent's accepted proposal.

Where the Selected Respondent with the highest total score for the Work fails to meet the mandatory requirements and timelines noted in **Section 1, Article 1.05 - RFP Schedule**, at the sole discretion of the Region, at any time prior to final contract award, the Region reserves the right to disqualify that Selected Respondent and to consider the next Respondent with the highest total score for the Work as the Selected Respondent, and continue the process as defined in **Section 1, Article 1.05 - RFP Schedule** with that Selected Respondent, until a final Agreement in accordance with the Terms and Conditions of **Sections 4 and 5**, and all other terms and conditions of RFP and the Respondent's accepted proposal is awarded and signed.

SECTION 4

AGREEMENT TERMS AND CONDITIONS

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SECTION 4 – AGREEMENT TERMS AND CONDITIONS

4.01 Agreement

Where required based on the scope of work, the Company will enter into an Agreement with the Region. This RFP, including **Section 4**, its Appendices and addenda, and the Company's Proposal shall form the Agreement resulting from this RFP. This Agreement constitutes the entire understanding between the parties regarding the goods and services (Work) to be purchased hereunder. In case of any conflict between the Contract and any prior agreements or other documents on the same subject, the order of precedence of the Contract documents shall be:

- The signed Purchase Order;
- The Standing Agreement issued by the Region for establishing contract prices;
- The addenda to the RFP;
- The RFP and its Appendices; and,
- The Company's Proposal

Should a dispute arise from the terms and conditions of any part of the RFP, regarding meaning, intent or ambiguity, the decision of the Region shall be final.

4.02 Non-Disclosure and Conflict of Interest Agreement

The Company acknowledges that they will acquire information about certain matters and things which are confidential to the Region and which information is the exclusive property of the Region.

The Company agrees that neither they, nor their employees, agents or contractors shall divulge information communicated to them or acquired by them or disclosed by the Region, its employees, agents or contractors in the course of carrying out the services required to be provided herein, without the prior written consent of the Region. Furthermore, the Company shall not use, at any time during the term of this agreement, or thereafter, any of the information acquired by the Company during the course of carrying out the services provided herein for any purposes other than the purposes authorized in writing by the Region.

The Company shall maintain proper records of all costs and Services performed during the performance of this Agreement and for a period of not less than three (3) years following the completion of the Services. Such records shall be made available to the Region upon written notice, for the Region or its agents to examine and audit. Personal information received and maintained as a result of this Agreement will be handled in accordance to the Personal Health Information and Protection Act (PHIPA).

4.03 Obligation and Authorization to Proceed

The Region's obligation commences when the Agreement has been fully executed, or a Purchase Order issued as appropriate. The Region will not be responsible for any work done by the Company, even work done in good faith, if it occurs prior to the start date set in the Agreement or Purchase Order.

Upon written notice to the Company, the Region may set a different start date for the Work. This change will be contingent upon the Company being advised of the revised start date prior to the original start date, or the Region and the Company mutually agreeing to a different start date.

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4.04 Exclusivity of Contract

The Agreement executed with the Company will not be an exclusive Contract for the provision of the described deliverables. The Region at its sole discretion may contract with others for the same or similar deliverables to those described in this RFP or may obtain the same or similar deliverables internally. Respondents, by the submission of their Proposal, agree to these Terms.

No liability shall accrue to the Region for its decision in this regard.

4.05 Insurance Requirements

The Company shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage:

- Commercial General Liability insurance including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **five million dollars (\$5,000,000.00)** applying to all contracts for claims arising out of one occurrence, and,
- Garage Automobile Liability Insurance (O.A.P.4) in respect to DRT-owned Revenue Service Vehicles at Contractor's maintenance and storage facility, with limits of not less than **five million dollars (\$5,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property.
- Automobile Liability Insurance in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property.

The policies shall include the Region of Durham as an additional insured in respect of all operations performed by or on behalf of the Company in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

The Company shall provide an updated Certificate of Insurance on the Region's standard form, or on a form acceptable to the Region of Durham, by no later than thirty (30) days prior to the expiry date of any required coverage. Notwithstanding this provision, where any required insurance coverage is due to expire within thirty (30) days, the Company shall submit an updated Certificate of Insurance upon ten (10) business days of written notice by the Region.

Failure to provide the required insurance certificates within ten (10) business days of the Region's written request and continuously maintain the required insurance coverage throughout the entire term of the Contract will constitute a default by the Company. **Evidence of the required coverage shall be provided prior to Contract execution.**

4.06 Workplace Safety and Insurance Board (WSIB) Requirements

All Companies that employ workers, including a Company's personnel and owners must be covered by an insurance plan under the Workplace Safety and Insurance Act, 1997. Upon award of a Contract, prior to the commencement of the Work or upon a request by the Region, the Company must supply to the Region:

A valid Clearance Certificate (for Schedule 1 employers) or A letter of Good Standing (for Schedule 2 employers) indicating the Company has an active account with WSIB in good

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standing; or, Alternatively, where appropriate, a letter from WSIB stating the Company is not required to register with WSIB; or,

A letter that confirms the Company falls under a "By-Application" industry, where WSIB confirms a Company (that employs workers) is exempt from coverage based on their business activity.

Prior to final payment, a Clearance Certificate must be received by the Region indicating all payments by the Company to the Board in conjunction with the subject Contract have been made and that the Region will not be liable to the Board for future payments in connection with the Company's fulfillment of the Contract. Further WSIB Certificates of Clearance or other types of certificates shall be provided upon request.

For Independent Contractors / Owners / Operators:

For Independent Contractors / Owners / Operators a letter along with an identification number from the WSIB verifying their status as an "Independent Operator" must be provided to the Region. To obtain this, contractors must complete the form "Determining worker/Independent Operator status", issued by the Workplace Safety & Insurance Board. (For more information, please contact your local Workplace Safety & Insurance Board Office and refer to this clause.)

Single Independent Contractors / Owners / Operators, where required by the Region, must also carry optional WSIB insurance coverage and must also provide a clearance certificate from WSIB verifying they have purchased the optional WSIB coverage, and indicating the Company has an active account with WSIB in good standing.

4.07 Pricing Provisions

Refer to **Section 4, Article 4.43 – Additional Agreement Terms and Conditions** for details.

4.08 Payment Procedures

At the time of each order, the Company will be provided with a **complete 10-digit purchase order number** by the Region.

The company shall ensure all orders have a **complete 10-digit Regional purchase order number** prior to filling / shipping order(s) and mailing the invoice(s).

At any time during the term of the Contract including any extensions, the Region reserves the right to terminate the contract where billing errors are consistently identified and/or not resolved in a timely manner.

Payment of invoices shall be within thirty (30) days of receipt of an invoice. Original hardcopy invoices must be delivered or mailed to the Region of Durham, Expenditure Management, 605 Rossland Rd. E., PO Box 710, Whitby, Ontario, L1N 0A9. Invoices must provide the Purchase Order number, complete description of good/services, contact name and location of the requesting department/location, the date in which the goods/services were picked up or delivered, HST registration number and complete prices in accordance with the Contract provisions.

Failure to submit an invoice with the correct information may result in payment delays and return of invoice to the Company for proper information.

For Region of Durham contract awards, if required by the Region, payment of invoices shall be made electronically by Direct Deposit. The Company must submit or reconfirm the Direct Deposit Application Form (Refer to Attachments) along with a voided Company cheque to the Expenditure

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Management, at the address noted in this Section, within ten (10) business days from the notice of award of a Contract.

The invoice date must not pre-date the date in which the goods were delivered, services rendered, or Work approved by the Project Manager or designate.

Payments made hereunder, including final payment shall not relieve the Company from its obligations or liabilities under the Contract.

Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the Region, except those previously made in writing in accordance with the Contract and still unsettled.

The Region shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of the same.

The Company shall indemnify the Region from all claims arising out of unpaid accounts relating to the Work. The Region shall have the right at any time to require satisfactory evidence that the Work in respect of which any payment has been made or is to be made by the Region is free and clear of mechanics' or other liens, attachments, claims, and demands, charges or other encumbrances.

4.09 Experience

Throughout the Contract Term, in performing the Work, Company(s) and named subcontractors are to each have and, if requested, be able to provide conclusive proof of acceptable qualifications, certifications and related business experience as detailed in the Scope of Work. The assessment of acceptable qualifications and related business experience will be based on a range of measures including as appropriate professional and technical qualifications and competence of the firm and all staff performing the work, the firm's financial resources, the equipment and other facilities available to provide the services, managerial capability, reliability, experience and reputation, personnel available, the firm's legal capacity to enter into contract, their solvency and any outstanding litigation, their good standing regarding the payment of taxes and any history of false representation regarding qualifications and related experience.

The Region reserves the right in its sole discretion to cancel the award of the Contract if the Company, or any of their subcontractors, are deemed to be unsuitable by the Region.

4.10 Subcontracting

Where allowed under **Section 1** of the **RFP**, all proposed subcontractors must possess the required qualifications, experience and valid licenses. The Region reserves the right in its sole discretion to cancel the Contract if any named subcontractor(s) is/are deemed to be unsuitable by the Region, do not possess a valid license or has/have an unsatisfactory health and safety record. Company using subcontractors shall be responsible for quality of work and restoration of substandard work performed by subcontractors.

The Company shall be responsible to the Region to guarantee that each sub-contractor hired by the Bidder carries the required amount of Insurance subject to the inclusive limits as noted in the Contract. The Company shall obtain for the benefit of the Region, as requested, certificates of insurance from each sub-contractor. Each certificate of insurance is to be sent to and approved by the Region prior to the sub-contractor commencing the Work.

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4.11 Criminal Reference Background Check

Due to the nature of business in a number of the Regional Facilities and information that may be provided to the Company, the Company and all of their staff assigned to do the Work shall be subject to a **Criminal Reference Background Check**. The Company shall be responsible for all costs associated with having the Criminal Reference Background Check completed.

4.12 Health and Safety

Company shall acknowledge and fully comply with all governing regulations related to employee health and safety and all provisions, as well as the Region of Durham Corporate Healthy Workplace Policy (copy available upon request) and the following requirements listed under this clause if awarded a Contract.

The Company shall keep employees and subcontractors informed of such regulations.

The Company shall fully indemnify and save harmless the Region from any and all charges, fines, penalties and costs that may be incurred or paid by the Region if the Region or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act as a result of any violation of the Act by the Company.

Health and Safety Practice Form

In accordance with the Region's Corporate Health and Safety Policy and Program, the Company must complete and submit the "**Confirmation of Favourable Health and Safety Practice Form**" noted in – **Appendix 'D' within five (5) business days of receipt of request from the Region.** The Region reserves the right to cancel the award to, or the Contract of, any Company whose Health and Safety Record is not deemed to be satisfactory.

Health and Safety Warning

The Region will retain the right to document Company(s) for all health and safety warnings and/or to stop any work if any of the previously mentioned items are not in compliance. Similarly, the Region will have the right to issue warnings and/or to stop work if there are any violations by the Company of the Occupational Health and Safety Act (OHSA) and all amendments thereto, Regional Health and Safety programs, policies, rules and/or if the Company(s) create(s) an unacceptable health or safety hazard.

Written warnings and/or stop work orders will be issued to Company(s) using the **Contractor Health and Safety Warning/Stop Work Order Form**. It will be the responsibility of the individual receiving the warning on behalf of the Company(s) to forward the same to the Company(s) health and safety committee where applicable.

4.13 Inspection, Modification and Correction - Reimbursement for Unacceptable Deliverables

The Company is responsible for the completion of all work set out in the Agreement. All work is subject to review, evaluation, and approval by the Region's Project Manager. The Region may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Agreement. Should the Region's Project Manager determine that corrections or modifications are necessary in order to accomplish its intent; the Region's Project Manager may direct the Company to make such changes. The Company will not unreasonably withhold such changes.

Substantial failure of the Company to perform the terms identified in the Agreement may cause the Region to terminate the Contract. In this event, the Region may require the Company to

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reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.14 Severability

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

4.15 Surety Requirements

The Company shall provide a **performance surety** in the form of an **Irrevocable Letter of Credit, Certified Cheque or Bank Draft** in the amount of **six hundred thousand dollars (\$600,000)**, made payable to the “Regional Municipality of Durham” and which must be completed on the Region’s standard format attached in **Appendix ‘B’ within ten (10) business days of Proposal acceptance**. Failure to do so will result in cancellation of Contract and disqualification of Proposal.

The Surety will be required for the faithful performance of the Contract. The Company shall maintain in good standing through completion of its obligations under the Contract until sixty (60) days after the day on which all Work covered by the Contract has been completed and accepted by the Region, the surety as specified above.

The surety deposit may be returned before the 60 days from the completion of the Work has elapsed providing receipt of satisfactory evidence from the Company that all liabilities incurred by the Company in carrying out the Work have been addressed and that all liens have expired or have been satisfied, discharged or provided for to the Region’s complete satisfaction, and that a current WSIB Certificate of Clearance has been received by the Region. Any decision in this regard shall be made in the Region’s sole discretion.

The surety firm used to provide the specified bonds must be acceptable to the Region of Durham and shall be licensed and authorized by the Financial Services Commission of Ontario (FSCO) to issue bonds in Ontario in accordance with the Insurance Act, R.S.O. 1990, Chapter I.8.

4.16 Fidelity Guaranty (Bond)

Not applicable for this Work.

4.17 F.O.B. Point

All goods purchased through the Contract will be F.O.B. final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within the Region.

4.18 Right to Inspect Place of Business

At reasonable times, the Region may inspect those areas of the Company’s place of business that are related to the performance of the Contract. If the Region makes such an inspection, the Company must provide reasonable assistance.

4.19 Assignment and Subcontracting

The Company may not assign or subcontract this Agreement or any portion thereof without the prior consent in writing of the Region. Subcontracting Agreements made by the Company will not release

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the Company from any obligation to the Region with respect to the performance of the Work. A written statement from an officer of the proposed subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Company.

4.20 Contract Personnel

Any change of the team members named in the proposal must be approved, in advance and in writing, by the Region's Project Manager. Personnel changes that are not approved by the Region may be grounds for the Region to terminate the Contract.

4.21 Contract Changes - Additional Work

No claims for additional Work will be entertained unless authorized in writing, by the Region, prior to the Company proceeding with the extra Work. By signing an Agreement with the Region the Company accepts all responsibility for the Work being on budget and on time. The Region may in writing at any time after the execution of the Agreement or the commencement of the Work delete, extend, increase, vary or otherwise alter the Work forming the subject of the Agreement.

When additional work is requested by the Region, within 10 working days the Company shall submit a time schedule and pricing for completing the additional work. If such action by the Region necessitates additional staff or Work, the Company shall be paid in accordance with the pricing submitted and approved by the Region for such additional staff employed directly thereon.

The Company will not commence additional work until the Region's Project Manager has secured any required Region approvals necessary for the amendment and issued a written Contract amendment, approved by the Purchasing Section of the Region's Finance Department.

4.22 Suspension or Termination

Suspension

The Region may at any time by notice in writing to the Company suspend the Work or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the Company shall perform no further Work other than those reasonably necessary to close out the Work. In such an event, the Company shall be entitled to payment in accordance with the Agreement for any of the Company's staff employed directly thereon together with such expenses and disbursements allowed or other negotiated settlement. The Region shall not be liable to the Company for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Company on the suspended portion or portions of the Work.

Any suspension of the Agreement by the Region, as aforesaid, shall be without prejudice to any other rights or remedies the Region may have.

If the Region suspends the Agreement, it is entitled to withhold any further payments to the Company until the resumption of the Work.

The resumption and completion of the Work after a suspension shall be governed by the schedule established by the Region.

Termination

The Region may at any time by providing notice in writing to the Contractor terminate for breach of contract the Services or any portion thereof at any stage of the undertaking. In the event of a termination for breach, the Contractor shall not be entitled to any further payment under this Agreement.

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Upon receipt of such notice as set out above, the Contractor shall perform no further Services other than those reasonably necessary to close out the Services. The Region shall not be liable to the Contractor for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Contractor on the terminated portion or portions of the Services.

If the Company is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Region shall pay for the Services rendered and disbursements incurred by the Company to the date of such termination.

If the Contractor commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Contractor makes a general assignment for the benefit of its creditors; then, in any such case, the Region may terminate the Agreement without notice.

Any termination of the Agreement by the Region, as aforesaid, shall be without prejudice to any other rights or remedies the Region may have.

If the Region terminates the Agreement, it is entitled to:

- (a) take possession of all of the Services in progress and complete the Services by whatever means the Region may deem appropriate under the circumstances;
- (b) withhold any further payments to the Contractor until the completion of the Services; and
- (c) recover from the Contractor loss, damage and expense incurred by the Region by reason of the Contractor's default (which may be deducted from any monies due or becoming due to the Contractor, or added to any balance to be paid by the Contractor to the Region).

4.23 Staff and Methods

The Company shall perform the Work under this Agreement with that degree of care, skill and diligence normally provided in the performance of such Work as contemplated by the Agreement at the time such Work is rendered. The Company shall employ only competent staff who will be under the supervision of a senior member of the Company's staff.

4.24 Drawings and Documents

Drawings and documents or copies thereof required for the Work shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Company for the Region, including record drawings, may be used by the Region, for the Work, herein described. The Region has ownership of the drawings. The Company shall be entitled to retain a copy of all documents and drawings produced or gathered for the Work.

4.25 Intellectual Property

The Region shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Company warrants that all creators of copyrightable material delivered under this Agreement to the Region are, at the time of the material's creation, bona fide employees or subcontractors of the Company, and that such creation is within the course and scope of the creator's employment.

All concepts, products or processes produced by or resulting from the Work rendered by the Company in connection with the Work, or which are otherwise developed or first reduced to practice by the Company in the performance of his Work, and which are patentable, capable of

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trademark, copyright or otherwise, shall be considered as Intellectual Property and remain the property of the Company.

The Region shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark, copyright or otherwise produced by or resulting from the Work rendered by the Company in connection with the Work and for no other purpose or project.

The Company shall pay all royalties and patent license fees for any patented, copyright protected, or other proprietary concepts, products or processes it requires to provide the Work. If the concepts, products or processes produced by or resulting from the Work rendered or any part thereof are in any action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the Region the right to continue using the patented, copyright protected, or other proprietary concepts, products or processes or shall at the Company's expense, replace the infringing items with non-infringing items or modify them so that the concepts, products or processes produced by or resulting from the Work rendered or any part thereof no longer infringe.

4.26 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Company shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Work.
- (b) The Region may inspect and audit the books, payrolls, accounts and records of the Company during regular office hours with respect to any item which the Region is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Company, when requested by the Region, shall provide copies of receipts with respect to any disbursement for which the Company claims payment under this Agreement.

4.27 Indemnification

- 1) The Company hereby acknowledge that the remuneration for the Work is provided for under the Company Agreement.
- 2) The Company hereby acknowledges and agrees that it shall be solely responsible and liable to the Region for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.
- 3) The Company hereby irrevocably and unconditionally releases the Region and its members of Council, officers, employees and agents from any claims the Company may have against the Region for any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by the Company (including claims of third parties made through the Company) arising from
 - (a) any negligence or wilful misconduct in the performance of the Work;
 - and/or
 - (b) the disclosure of Confidential Information or use thereof by the Company.
- 4) The Company shall defend, indemnify and save harmless the Region and its members of Council, officers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action,

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or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the Region (including claims made by third parties against the Region) as a result of a breach of a term or provision of this Agreement by the Company or otherwise, under any theory of liability, except to the extent those resulting from the negligence or wilful misconduct of the Region or those for whom it is in law responsible.

- 5) The Company covenants and agrees that they will take any and all action and will do and provide the Work herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the Region from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the Region relating to any failure of the Company, their employees, agents or contractors to comply with any Compliance Requirements.

4.28 Publication

The Company shall obtain the consent in writing of the Region before publishing or issuing any information regarding the Work.

4.29 Confidential Data / Information

The Company acknowledges that they will acquire information about certain matters and things which are confidential to the Region and which information is the exclusive property of the Region.

The Company agrees that neither they, nor their employees, agents or contractors shall divulge information communicated to them or acquired by them or disclosed by the Region, its employees, agents or contractors in the course of carrying out the Work required to be provided herein, without the prior written consent of the Region. Furthermore, the Company shall not use, at any time during the term of this Agreement, or thereafter, any of the information acquired by the Company during the course of carrying out the Work provided herein for any purposes other than the purposes authorized in writing by the Region.

The Company shall collect, use, disclose, retain and dispose of Personal Information and Personal Health Information only in accordance with applicable law including the Freedom of Information and Protection of Privacy Act, R.S.O 1990, c.F-31 (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M-56 (“MFIPPA”), the Personal Health Information Protection Act, 2004, S.O. 2004, c. 3 (PHIPA) and the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (“PIPEDA”) respectively, as amended.

4.30 Dispute Resolution

The Parties shall use their best efforts to settle amicably and timely any disputes arising out of or in connection with this Agreement or the interpretation thereof in accordance with the following procedures:

Notice of Dispute

Either party may notify the other of a dispute in writing and provide such notice in accordance with the notice provisions of this Agreement. The notice of dispute must describe the specific

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incident or incidents giving rise to the dispute including any relevant times, dates, locations and persons or witnesses involved. The notice of dispute must also set out the amount in dispute and the nature of the relief or resolution sought by the notifying party.

First Level Negotiations

Within Ten (10) days of receiving the notice of dispute the parties shall seek to resolve same by referring the matter to its appointed representatives for negotiations as set out below:

Durham Representative
Company Representative

At the conclusion of this negotiation and no later than 24 hours after such negotiation, the party providing the notice of dispute shall prepare a report in writing certifying that the negotiation passed or failed. Where the negotiations have passed the notifying party shall provide a Full and Final Release in respect of all matters identified in the notice of dispute. In the event the notifying party fails to provide such report or provides a report indicating a passed negotiation but fails to provide such release the notifying party will be deemed to have released the other party from any and all claims arising from the matters identified in the notice of dispute.

Senior Level Negotiations

In the event the negotiations set out above have failed the dispute shall within Ten (10)days be referred to the parties' senior representatives for further negotiations as set out below:

Durham Senior Representative
Company Senior Representative

At the conclusion of this negotiation and no later than 24 hours after such negotiation, the party providing the notice of dispute shall prepare a report in writing certifying that the negotiation passed or failed. Where the negotiations have passed the notifying party shall provide a Full and Final Release in respect of all matters identified in the notice of dispute. In the event the notifying party fails to provide such report or provides a report indicating a passed negotiation but fails to provide such release the notifying party will be deemed to have released the other party from any and all claims arising from the matters identified in the notice of dispute.

In the event the negotiations set out above have failed the dispute negotiations shall be deemed to have been exhausted and the dispute shall then be referred to arbitration as provided for herein. The matter must be referred to Arbitration by either party within 30 days of the conclusion of Senior Level negotiations.

Right to Arbitration

Any dispute between the Parties as to matters arising under this Agreement which cannot be settled amicably as provided for as above may be referred to arbitration by one Party giving written notice to the other of its desire to go to arbitration and such arbitration shall be conducted by a single arbitrator, if such parties agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by the Buyer and one shall be appointed by the Seller and the third shall be chosen by the first two named arbitrators. The arbitration and the appointment of the arbitrator shall, unless expressly provided for in this Agreement, be conducted in accordance with the Arbitration Act, 1991, S.O. 1991, c.17, as amended. The award and determination of such arbitrator, arbitrators or any two of such three arbitrators shall be binding upon the parties and their respective successors and permitted assigns. The parties shall co-operate in

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completing any arbitration as expeditiously as possible and the arbitrator or arbitrators may hire such experts as may appear to him, her or them appropriate.

4.31 Laws and Regulations

The Company shall comply with all relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the Work. The Company shall be responsible for ensuring similar compliance by its suppliers and subcontractors.

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

4.32 Unpaid Accounts

The Company shall indemnify the Region from all claims arising out of unpaid accounts relating to the Work. The Region shall have the right at any time to require satisfactory evidence that the Work in respect of which any payment has been made or is to be made by the Region is free and clear of mechanics or other liens, attachments, claims, and demands, charges or other encumbrances.

4.33 Independent Contractor

The Work defined in this Agreement will be performed by the Company as an Independent Contractor at arms length from, and not as an employee of the Region.

4.34 Non-Waiver

Waiver or non-enforcement by either party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or any subsequent breach of the same or similar term or condition.

4.35 Conflict of Interest

- 1) The Company declares that, to its knowledge, (i) no Councillor, official or employee of the Region has any direct or indirect beneficial interest, whether financial or otherwise, in the Company, or in their performance of the Work; and (ii) the Company is not engaged in any other Work nor is it providing Work to any other client that would give rise to an actual or potential conflict of interest; and (iii) the Company is not engaged in any direct or indirect beneficial interest, whether financial or otherwise with any other Company retained by the Regions of Durham.
- 2) The Company declares that he has no direct or indirect financial interest in any matter in which the Region is concerned that would give rise to an actual or potential conflict of interest.
- 3) The Company agrees to notify the Commissioner of Finance immediately of any material change in the declarations described in this section, and acknowledges that any of the following will entitle the Region to terminate all or any part of the Work of the Company.
- 4) The Company represents that it will not attempt to improperly influence or interfere financially, politically or otherwise with the Region's employees, officers or Council members with respect to the provision of the Work under this Agreement.

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- 5) If a conflict of interest exists or arises pursuant to this section during the term of the Agreement, the Region may, at its discretion, suspend any Work being performed until the matter is resolved to the Region's sole satisfaction or terminate the Agreement.

The absence of any disclosure of interest under this article shall be treated as a representation and warranty by the Company that no such pecuniary interest exists.

4.36 Copyright

The Region shall own, solely and exclusively, the copyright and all copyright rights to any written or otherwise copyrightable material deliverable under this Agreement. The Company warrants that all creators of copyrightable material delivered under this Agreement to the Region are, at the time of the material's creation, bona fide employees or subcontractors of the Company, and that such creation is within the course and scope of the creator's employment.

4.37 Force Majeure

The term "Force Majeure" as used herein shall mean an act of God, strike, lockout or other industrial disturbance, act of public enemy, war, public riot, lightning, fire, storm, flood, explosion, governmental restraint or judicial restraint, provided that any such restraint does not result from any action or failure to act by the Company or the Region, and any other cause, whether of the kind specifically enumerated above or otherwise, which is not and could not reasonably be in the control of such party.

If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations hereunder, the obligations of such party, so far as they are affected by such Force Majeure, shall be suspended during, but no longer than, the continuance of such Force Majeure. The party rendered unable to carry out its obligations by Force Majeure shall use all reasonable diligence to remedy or overcome such Force Majeure as quickly as possible, provided that such requirement shall not require the settlement of strikes, lockouts or other labour difficulties by such party contrary to its wishes.

If the Company can demonstrate to the reasonable satisfaction of the Region that in remedying or overcoming such Force Majeure its cost of providing the Work has increased, the parties shall forthwith, upon such demonstration, undertake in good faith negotiations with a view to agreeing on an adjustment to the terms of the Agreement, as appropriate, as of the date when the Force Majeure occurred, which adjustment shall not exceed the amount of such increased costs which are directly caused by the Force Majeure. The provisions of **Article 4.27** apply mutatis mutandis if, despite good faith efforts, the parties are unable to agree to an adjustment within thirty (30) days of the demonstration referred to above.

4.38 Delivery and Performance of Work

Time, save time of payment, shall be material and of the essence of the Contract.

Unless otherwise stated, the Work specified in the Contract shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a Purchase Order, Contract, or Standing Agreement thereof.

4.39 Defective Work

If at any time prior to one (1) year after the completion and acceptance of the Work by the Region (or other period specified elsewhere in the Contract Documents) any part of the Work becomes

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defective, or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, then the Company, upon request by the Region, shall make good every such defect, deficiency or failure without cost to the Region. Failure to remedy the defect, deficiency, or failure within a reasonable time line may result in termination of the balance of the Contract term by the Region pursuant to the Contract provisions.

The Company shall pay all transportation costs for parts and/or equipment both ways between the Company's factory (or authorized repair depot), and the point of use.

4.40 Contract Renewal Options

The Region shall have the sole and absolute right to extend the term of the Contract for any or all optional extension terms identified in the Contract Documents (the Region will advise the Company of this in writing or by means of a change order to the Contract). Pricing for such extensions shall be in accordance with Pricing Provisions of the Contract. There is no automatic renewal option under this, or any other provision of the Contract.

4.41 CSA Approval

All electrically powered equipment, components and/or supplies to be provided under the Contract must be fully C.S.A. approved.

4.42 Permits and Approvals

The Company will be responsible for obtaining all necessary permits and approvals required for the various projects except for the building permit, and shall ensure that all Work performed will be in strict accordance with all applicable building codes, all applicable municipal bylaws and authorities having jurisdiction over the Work to be provided and any government mandated standards. All fees payable in respect of these permits and approvals shall be at the Company's expense. The Region of Durham shall obtain and pay for the building permit, if required, unless otherwise stipulated elsewhere in the Contract Documents.

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ADDITIONAL AGREEMENT TERMS AND CONDITIONS

.1 Pricing Provision for Blocked Revenue Service Hourly Rate

Further to **Section 4, Article 4.07 – Pricing Provisions**, Blocked Revenue Service Hourly Rate as provided by the Company in the submitted Form of Proposal of this RFP shall be held firm for the first year of the Contract.

For each subsequent year including extensions to the Contract, if a price increase is proposed by the Contractor, it shall not exceed the level of inflation using the Ontario, All-Items Consumer Price Index (CPI), Year over Year, published by Statistics Canada as available two months prior to the Contract anniversary date, and must be submitted to the Region's Purchasing Section, along with an assessment of current market indicators, by no later than sixty (60) days prior to the Contract anniversary date. The Region will accept or reject the proposed price increase within thirty (30) days, based on the assessment of the validity of current market indicators submitted. The proposed prices, if accepted by the Region, shall be held firm for that year. The Region reserves the right to reject the proposed price increase for any additional year if the percentage increase proposed is deemed by the Region to be excessive in nature.

.2 Pricing Provisions for Diesel Fuel for Revenue Service Vehicles

Further to **Section 4, Article 4.07 – Pricing Provisions**, during the contract term including any extensions, prices of diesel fuel for Revenue Service vehicles shall be based in accordance with terms, conditions, process and procedures set out in **Section 5, Article 5.09 – Fuel**.

.3 Billing and Payment Process

Further to **Article 4.-08 – Payment Procedures** :

- a. For each calendar year, the Region will issue an upfront purchase order for the entire service that will be provided during that calendar year.
- b. Invoicing and payment will occur on a monthly basis.
- c. By the 5th day of each month, the Contractor shall submit a draft invoice for the previous month services inclusive of the following summary information and the required back-up documentation acceptable to DRT:
 - I. Monthly Blocked Revenue Service Time assigned to Contractor, separated by day type (Weekday, Saturday, Sunday, Holiday)
 - II. Revenue Service Time not delivered as a result of missed trips separated by day type (Weekday, Saturday, Sunday, Holiday)
 - III. Total fuel volume dispensed and total fuel costs for all Revenue Service Vehicles
 - IV. Copies of invoices from Contractor's fuel supplier specifying cost of fuel (\$/litres) and dates of delivery
 - V. Total kilometers driven for each Revenue Service Vehicle
 - VI. The Non-Revenue Services provided by Contractor, including for each Non-Revenue Service event, dates, total hours of Non-Revenue Service delivered and hours invoiced at the half and/or full Blocked Revenue Service Hourly Rate
- d. The submission of the draft invoice and any relevant supporting documentation to DRT must be in PDF format to the e-mail address that will be provided by DRT to Contractor upon final contract award.

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- e. DRT will review and verifies the submitted billing documentation, based on DRT data, and will advise Contractor, within five (5) business days from receiving of the submitted draft invoice and complete supporting documentation, whether the billing is acceptable.
- f. Where DRT confirms acceptance of the draft invoice, Contractor shall issue final invoice and follow the procedure detailed in **Article 4.-08 – Payment Procedures**.
- g. Where DRT does not accept the draft invoice due to reasons including but not limited to incorrect quantities or unit prices, DRT and Contractor will review and discuss the issues and will resolve them by 15th day of the month and Contractor shall issue the final copy of the invoice accordingly.
- h. Final invoices shall be submitted to the Region in compliance with conditions, instructions and procedures outlined in **Article 4.08 – Payment Procedures**. Payment of invoices shall be within thirty (30) days of receipt of the final invoices.

.4 F.O.B. Point

Article 4.17 – F.O.B. Point is not applicable to the Work and is entirely deleted in **Section 4 – Agreement terms and Conditions**.

.5 Defective Work

Article 4.39 – Defective Work is not applicable to the Work and is entirely deleted in **Section 4 – Agreement terms and Conditions**.

SECTION 5

BACKGROUND AND SCOPE OF WORK

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5.1 REGIONAL MUNICIPALITY OF DURHAM

The Regional Municipality of Durham lies immediately to the east of the City of Toronto within the Greater Toronto Area and is comprised of eight local area municipalities including: the Cities of Oshawa and Pickering, the Towns of Ajax and Whitby; the Municipality of Clarington and the Townships of Brock, Scugog and Uxbridge.



The Region encompasses approximately 2,590 square kilometres and is characterized by a variety of landscapes and communities. A series of major lakeshore urban communities' contrast with a variety of small towns, villages, hamlets and farms which lie immediately inland. The relatively flat lakeshore area marked by the bluffs, wooded creeks, and ancient shoreline features contrasts with the hummocky topography of the Oak Ridges Moraine running parallel to the shoreline only 24 km to the north. This diverse landscape of woods, headwaters, ridges and hollows gives way to rolling farmlands and lakes to the north. Here the Municipality spreads into the prime recreational Lakelands of Simcoe, Scugog and the Kawarthas.

The area is well known for the strength of its manufacturing sector, which is continually undergoing rapid diversification. Durham is endowed with a young, skilled labour force. It has all the utilities, transportation and social infrastructure associated with modern metropolitan communities. The single most significant economic factor for the Region has been the dramatic increase in residential development. The population of the Region of Durham was 645,000 in 2013.

5.2 DURHAM REGION TRANSIT

In 2016 Durham Region Transit will celebrate its 10th anniversary as a Regional Transit system and continues to grow transit service in Durham. This is demonstrated through increased ridership, enhanced services, and increased support for transit in Durham resulting from cooperative efforts with senior government levels. 2015 annual ridership was approximately 10.3 million passengers.

For 2016 System Maps, refer to **Appendix 'J'** (distributed separately through the Region's Bidding Website). DRT Conventional Services are delivered throughout the urban and rural areas of the Region, and route numbers are currently assigned based on the primary municipality within which the route operates :

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100 Routes	Pickering
200 Routes	Ajax
300 Routes	Whitby
400 Routes	Oshawa
500 Routes	Clarington
600 Routes	Brock
700 Routes	Uxbridge
800 Routes	Scuggog
900 Routes	Intra-Regional, service in more than one municipality

DRT has developed a five-year service strategy that also includes a strategy for the northern municipalities. The implementation of the entire five-year service strategy will be considered annually during the Regional business planning process and will be subject to Regional Council approval. The first two years of the north service strategy are pilot years and future implementation of the north service strategy will depend on the results of the pilot years and will also be subject to Regional Council approval as part of the annual business planning and budget process.

The services described in the five-year service strategy, including northern transit services, are to be jointly provided by DRT and the Contractor, with the exception of Demand Responsive Service in northern municipalities which are to be provided by DRT. A description of the type of services that will be eligible for assignment to the Contractor are included in the scope of work of this RFP.

The portion of the transit service in north that is currently planned to be provided by the Contractor for this RFP, accounts for 12% (approximately) of the overall Blocked revenue Service hours specified in the scope of work of this RFP.

The **Appendix 'K'** included in this RFP provides additional details regarding to 1st and 2nd phases of the pilot project for north-rural services.

The above-noted service strategy documents can be viewed at :

<https://www.durhamregiontransit.com/RiderInfo/Pages/Five-Year-and-Rural-North-Service-Strategies.aspx>

Additional general information regarding Durham Region Transit can be viewed at www.durhamregiontransit.com.

5.3 DRT REVENUE SERVICE FLEET

DRT currently has a total fleet of approximately one hundred ninety (190) conventional Revenue Service Vehicles.

Overall fleet deployment will be based on service requirements provided in this RFP scope of work and will be subject to change in order to respond to service needs. Fleet deployment and reallocation or revisions to routes may occur at any time throughout the Term of the Contract including any extensions. In such an event, changes will be at the sole discretion of DRT, and the

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Contractor will adjust their provision of the services up or down in accordance with the requirements as directed by DRT at no additional expense to the Region.

The composition of Revenue Service Vehicles is subject to change as a result of DRT Revenue Service Vehicles acquisitions and retirements. A portion of the noted fleet is assigned to fulfill current contracted service requirements as stipulated in this RFP and for the future requirements. Refer to **Appendix 'F' – Current DRT Fleet Assigned to the Work** for additional details of the current fleet assigned to the current contractor.

5.4 WORK-SPECIFIC DEFINITIONS

Refer to Definitions Section of this RFP.

5.5 SCOPE OF WORK

The Work includes provision of the following transit services:

- Assigned conventional transit service on various routes in the urbanized areas (high populated areas including but not limited to cities and towns) of the Region of Durham;
- Assigned conventional transit service on various routes in the rural areas (low populated areas including but not limited to suburban counties) of the Region of Durham, primarily operated in the Townships of Uxbridge, Scugog and Brock.

Contracted Conventional Transit service in the urbanized areas and rural areas of the Region of Durham is presently delivered with approximately 72,000 annual Revenue Service hours and 2,000,000 Revenue Service kilometres. For 2016, the Blocked Revenue Service Time consists of approximately 74,500 hours for weekdays, Saturdays and Sundays, and 625 hours for statutory holidays.

A fleet of Revenue Service Vehicles owned by DRT will be provided to the Contractor in order to operate the service including an 18% spare ratio. **Appendix 'F'** provides list of the Revenue Service Vehicles operated by the current contractor.

Current service projections, subject to achieving targets and annual approval by the Region, may change (increase or decrease) the annual level of service assigned to the Contractor, The Blocked Revenue Service Time for initial 5 year term of the contract is estimated to be 402,700 hours inclusive of projected demand growth during the initial 5 year term of the contract. Refer to **Appendix 'H'** (distributed separately through the Region's Bidding Website at www.durham.ca/purchasing for 2016 Blocked Revenue Service Time assigned to the current contractor.

DRT reserves the right to change service routes or annual Blocked Revenue Service time, at sole discretion of DRT, and the Contractor shall provide such revised scope of services anywhere in the Region (in the north as well as in the south) at Blocked Revenue Service Hourly Rate set out in the contract and at no additional cost to the Region.

5.6 RESPONSIBILITIES AND RIGHTS OF THE REGION AND DRT

The Region and DRT will be responsible to:

5.6.1 General

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- .1 Supply all new and replacement Revenue Service Vehicles and associated on-board equipment, devices and systems for the Work. DRT reserves the right to increase or decrease the size of the Revenue Service Vehicle fleet and the spare ratio during the term of the Contract.
- .2 Notify Contractor of service and schedule changes thirty (30) days in advance of the next Service Period.
- .3 Provide the Contractor with schedule Blocks a minimum of thirty (30) days in advance of a service change for the contractor to complete Block Run Cutting, Rostering and Revenue Service Vehicle Operator assignments.
- .4 At the expense of DRT, install at the Contractor's Maintenance Facility, maintain, and remove at the completion of the contract, the following DRT equipment, systems and devices :
 - All equipment and devices to support the fare collection system
 - Presto
 - INIT
 - CCTV for monitoring of DRT assets installed within the Maintenance Facility
 - Radio's and associated infrastructure where required
 - Other systems that may be required by DRT to operate the transit system

DRT reserves the right to use a third-party contractor to install, maintain and remove DRT equipment, systems and devices noted above in this section at any time, without notice. DRT reserves the right to install, repair and remove from the Contractor's Maintenance Facility, all current and future DRT equipment and systems that require repair or are redundant or required to operate the Revenue Service during the contract period.

- .5 DRT reserve the right to inspect the Contractor's Maintenance Facility at any time, without notice during the contract to identify deficiencies based on the requirements of the contract.
- .6 DRT reserves the right to have the Contractor perform necessary modifications, where required, to meet the specifications or requirements at the Contractor's facilities or Contractor's systems at the Contractor's expense.

5.6.2 Operations and Planning

- .1 For each Service Change, determine and provide to the Contractor the schedule Blocks and types of Revenue Service Vehicles required for each Block.
- .2 Modify the Routes or Trips assigned to the Contractor as part of the service change process described in **Section 5, Sub-Article 5.6.2.11**.
- .3 Establish operating policies, procedures and by-laws to govern the safe and effective operation of Revenue Service.
- .4 Establish fare policies and a fare structure including transfer agreements and reserve the right to amend the fare structure from time to time and shall inform the Contractor immediately of any changes.

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- .5 Perform marketing including: printing of public maps and schedules, producing customer service and Revenue Service Vehicle operator information materials including newsletters, bulletins, Revenue Service Vehicle operators' handbook and updates.
- .6 Supply all Fare Media.
- .7 Process revenue collected through the PRESTO smart card and fare collection system.
- .8 Notify, to the extent that DRT has jurisdiction, the Contractor of impending construction projects or other factors which may impact service routes.
- .9 Provide destination sign codes and programming five (5) days in advance of the date upon which they are to be installed on Revenue Service Vehicles designated by DRT.
- .10 Provide to the contractor and update as required, a list of appropriate DRT and Region's contacts.
- .11 Establish service change process and determine the number of schedule change dates during a calendar year. The number of schedule change dates per year at the commencement of the Contract is five (5) : approximately January-April, May-June, July-August, September-December and a short board in December. DRT reserves the right to change the number of schedule change dates based on DRT's requirements. DRT reserves the right to make other minor adjustments which do not require an Operator Sign-up.
- .12 Implement operational changes including by not limited to additional Revenue Service.
- .13 DRT will make every effort to ensure that requests for Non-Revenue Services are not made during Peak Service Period.
- .14 For Non-Revenue Services, DRT will compensate the Contractor based on the Blocked Revenue Service Hourly Rate set out in the Contract. DRT will compensate the Contractor at one half (1/2) the Blocked Revenue Service Hourly Rate for the time the Revenue Service Vehicle operator is required to attend to the Revenue Service Vehicle while on Recovery or on display and will pay the Contractor a minimum of the equivalent of three (3) Blocked Revenue Service Time, payable on the next monthly invoice at the applicable contract Blocked Revenue Service Hourly Rate.
- .15 DRT reserves the right to use the Revenue Service Vehicle(s) assigned to the Contractor for Non-Revenue Service requirements. In such an event, DRT will compensate the Contractor at one half (1/2) the Blocked Revenue Service Hourly Rate set out in the Contract.
- .16 DRT will provide Contractor with a minimum of five (5) days notice prior to the requiring the Contractor to provide Non-Revenue Services.
- .17 Where the Contractor fails to resolve service disruptions and missed trips within the timelines noted in **Section 5, Sub-Article 5.7.12 – Service Disruptions and Missed Trips**, DRT will deduct payment for the scheduled time missed for trips from the

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Contractor's monthly invoice at the Blocked Revenue Service Hourly Rate set out in the Contract and will consider the trip as a missed trip.

5.6.3 Maintenance

- .1 Pay the cost of low sulphur diesel or other fuel types required for the operation of the Revenue Service Vehicles for the Work.
- .2 Pay all insurance and licensing fees for Revenue Service Vehicles.
- .3 Supply all tires for all Revenue Service Vehicles for the Work.
- .4 Establish the preventative maintenance and service requirements for Revenue Service Vehicles, and as outlined in **Appendix 'G'**;
- .5 Initiate a schedule for Revenue Service Vehicle fleet upgrades or major mechanical overhauls and structural repairs resulting from corrosion or deterioration, according to Region's asset management program, as revised from time to time, inclusive of a Revenue Service Vehicle refurbishment generally completed after twelve (12) years and Revenue Service Vehicle retirement after eighteen (18) years. DRT reserves the right to modify the timelines associated with Region's asset management program during the contract period.
- .6 Extend assistance to the Contractor, where its actions have been unsuccessful, in pursuing latent warranty claims and obtaining parts for Revenue Service Vehicles and components to the standard of a reasonable owner;
- .7 Provide the Contractor with notice (timelines varying dependant on the circumstances and requirements and as determined at the sole discretion of the Region)
- .8 DRT is responsible to provide and install a lock for the secure room that will house the fare collection vault.
- .9 DRT shall be responsible for monthly recurring costs to maintain Bell IPVPN service for DRT systems and equipment.

5.6.4 Audits

- .1 The Region reserves the right to audit the Contractor's operating, maintenance and safety records, including all supporting materials deemed relevant by DRT, in whatever form they may be kept, whether written, electronic or other, and DRT's physical assets as they relate to the provision of services for the work, Revenue Service Vehicles, inventory of spare parts, and any DRT-owned equipment, systems or devices.
- .2 The Region reserves the right to request quarterly a copy of the CVOR abstract covering the operation of all vehicles under the Contract to ensure compliance and validity. Regional staff will abide by the Contractor's health and safety policies at all times while on the Contractor's premises.
- .3 The Region reserves the right to terminate the Contract if the Contractor repeatedly fails to cooperate with DRT and Regional staff to investigate the Contractor's compliance with the Contract.

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5.6.5 Highway Tolls

- .1 If DRT requires Revenue Service Vehicles to operate along a tolled highway as part of the Revenue Service, DRT will acquire a transponder and establish an account, in DRT's name, for the operation of Revenue Service on the tolled highway.
- .2 DRT will pay directly the cost of the initial acquisition of transponders required for Revenue Service to operate on a tolled highway. DRT shall pay all other costs incurred for the use of the tolled highway for scheduled Revenue Service.
- .3 If DRT receives any invoice for tolled highway charges that have been incurred by Revenue Service Vehicles operated by the Contractor or any other charges invoiced to DRT not associated with scheduled Revenue Service or pre-approved Non-Revenue Services, DRT will reduce the monthly invoice by invoice amount for using the tolled highway including all applicable taxes, plus a fifty (50) Dollars administration fee. DRT will provide a copy of the applicable invoices to the Contractor.

5.6.6 Directives

1. DRT reserves the right to monitor the operations of the Contractor and issue directives to the Contractor to remedy any condition or situation which DRT considers to be in breach of the terms of the Contract.
2. DRT reserves the right to issue verbal or written directives to the Contractor requiring the Contractor to remedy any condition or situation which, in DRT's opinion, is detrimental to the delivery of the Service. This includes, but is not limited to, issues related to training, customer service, administration, maintenance, health and safety, or service delivery. Where DRT has issued a verbal directive, DRT will provide the Contractor with a written memorandum for documentation purposes.
3. DRT reserves the right to issue verbal or written directives to the Contractor requiring the Contractor to remedy any condition or situation which in DRT's opinion is a health and/or safety issue. This includes, but is not limited to, issues related to mechanical defects in Revenue Service Vehicles, inadequate staffing or training and any hazardous condition or situation. Where DRT has issued a verbal Directive, DRT will provide the Contractor with a written memorandum for documentation purposes.
4. If the Contractor fails to comply with any directive within the permitted time period as noted in this section, in addition to any other remedy available under the Contract, the Region reserves the right to withhold from its payments to the Contractor an amount equal to the amount reasonably required to comply with the directive and may take appropriate steps to remedy any deficiency.
5. Repeated failure of the Contractor to meet the requirements noted in **Section 5, Sub-Article 5.6.6** will be grounds for Contract termination in accordance with details noted in **Section 5, Sub-Article 5.6.7 – Fail to Perform**.

5.6.7 Fail to Perform

1. DRT reserves the right to immediately assume responsibility for the operation and maintenance of the Revenue Service Vehicle fleet, if the Contractor fails to perform the Contract in any material respect, including but not limited to failure to:

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- i. operate the Revenue Service;
 - ii. provide any expansion or alteration to the Revenue Service as required by DRT;
 - iii. provide any Non-Revenue Services as required by DRT;
 - iv. perform the maintenance of the Revenue Service Vehicles;
 - v. maintain the required Province of Ontario motor vehicle inspection station license issued by Ontario Ministry of Transportation
 - vi. perform the services identified as the Contractor's responsibilities at the maintenance facility;
 - vii. maintain DRT-owned equipment, tools and devices supplied to the Contactor;
 - viii. achieve acceptable performance as defined in **Section 5, Article 5.8 – Performance Metrics**
 - ix. conduct its operations and/or Revenue Service in a safe manner;
 - x. resolve deficiencies at the Contractor's Maintenance Facility based on the requirements of the contract as defined in this specifications;
 - xi. comply with a directive issued to DRT's satisfaction.
2. If the Contractor fails to perform the Contract in any material respect as outlined in this RFP, DRT reserves the right to:
- i. require the Contractor, if deemed feasible by DRT, to immediately take all necessary actions to comply with the Contract to the extent reasonably possible;
 - ii. deduct the value of any services not performed from any payment to the Contractor;
 - iii. have the services performed by DRT staff or by a third party and deduct from any payment made to the Contractor and/or charge the Contractor any additional costs incurred by DRT that are directly related to the failure of the Contractor to perform the Services; or
 - iv. terminate the Contract for default by the Contractor.
3. DRT will oversee and measure the Contractor according to the nine (9) performance metrics detailed in **Section 5, Article 5.8 – Performance Metrics**
4. DRT reserves the right to terminate the Contract in the following circumstances:
- i. The Contractor achieves a rating of unacceptable performance for 7 or more performance metrics rated in any semi-annual period; or
 - ii. Six (6) notices are issued for performance metrics unacceptable performance during a Contract year.

5.6.8 Termination For Convenience

Further to **Section 4, Article 4.22 – Suspension or Termination:**

1. The Region reserves the right to, upon no less than ninety (90) days written notice to the Contractor, terminate the Contract for convenience. On the termination date

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stipulated in the notice, the Contractor shall discontinue providing the services. The Contractor will be reimbursed for the services performed to the termination date.

2. If the Region terminates the Contract, the Region and the Contractor will mutually determine and agree on the reasonable costs to be paid to the Contractor as a result of the termination and arising in respect of or pursuant to:
 - i. demobilization by the Contractor;
 - ii. applicable labour contracts;
 - iii. applicable labour and employment laws; and
 - iv. third party commercial contracts entered into in connection with or for the purpose of the provisions of the services pursuant to the Contract.

5.7 RESPONSIBILITIES AND OBLIGATIONS OF THE CONTRACTOR

Based on the prices set out in the Contract and at no additional cost to the Region, the Contractor shall be responsible to :

5.7.1 General

- .1 Provide and maintain a conventional fixed route transit service in accordance with the requirements provided by DRT following the operational policies and procedures established by DRT and updated from time to time. Refer to **Appendix 'H'** (distributed separately through the Region's Bidding Website at www.durham.ca/purchasing) for Planned Blocked Revenue Service Time for 2016.
- .2 Pay for the expenses associated or connected with providing the service except fuel and other items where specified throughout **Section 5 – Background and Scope of Work**. These Contractor payable expenses include but are not limited to storing, maintaining, repairing, cleaning and operating the Revenue Service Vehicles provided by DRT to Contractor; fuel for all Non-Revenue Vehicles and equipment supplied by the Contractor, payment of salaries, wages and benefits to all Contractor's staff, initial and refresher training of all Contractor's staff, parts and supplies for Revenue Service Vehicles, any Non-Revenue Service Vehicles required by the Contractor, supplies, materials, insurance, taxes as of the date of signing of the Contract, rents, and all obligations pursuant to the Workplace Safety and Insurance Act, 1997, S.O.1997, c.16 and any other acts or regulations in place or as amended that pertain to the work of this nature during the term of the Contract.
- .3 Maintain service and complete daily fueling and servicing of the Revenue Service Vehicles at the Contractor's Maintenance Facility.
- .4 Supply and maintain all necessary Non-Revenue Vehicles and equipment required for the Work and fully compliant with the Contractor's proposal in response to the RFP for providing the service. The contractor shall install all required DRT branding elements as provided by DRT. Vehicle branding for the Contractor may be installed upon approval of DRT. In addition to vehicle requirements specified herein, Non-Revenue Vehicles involved in the mobile management of service, including vehicles for supervisors and operator shuttles, shall meet the following requirements.
 - Maximum age of 4 years or 200,000 km
 - White in colour
 - Branded as DRT using banding elements supplied by DRT

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- .5 Provide personnel administration including, hiring, supervising, evaluating, promoting, disciplining and terminating employees, and collective bargaining negotiations, if applicable. The Contractor's employees shall be qualified and operate and work in a safe manner including compliance with all applicable health, safety and environmental legislative requirements.
- .6 Attend quarterly and emergency meetings with DRT, set up by DRT at Regional Headquarters, to review various aspects of service and implementing required actions by Contractor to resolve issues and improve service and Contractor performance levels.
- .7 Maintain updated Daily Service Reports to be submitted to DRT daily, by noon on the following regular service day, and include as a minimum:
 - Total Revenue Service Time scheduled delivered
 - Total Revenue Service Time cancelled and reasons for cancelled Revenue Service Hours
 - List of all missed trips
 - Additional Non-Revenue Service hours delivered including summary of activity
 - Number of Spare Revenue Service Vehicles available for service at Peak Service Period
 - Safety or security issues or operational issues which may affect the reputation of DRT or the Region
- .8 Distribute only transit information or advertising approved by DRT, including passenger alerts, route maps and timetables to the general public on all Revenue Service Vehicles; printing to standards approved by the Region, in colour, and display onboard passenger alerts as the Region or DRT may provide.
- .9 Provide DRT on a monthly basis a list of vehicles that the Contractor has completed the scheduled distance-based (kilometers) inspections and calendar-based MTO Safety Inspections and the actual reading of distance (kilometers) and date that each inspection was performed and written proof the vehicles passed the inspections.
- .10 Ensure that Contractor's staff meet the following requirements:
 - a) possess the minimum qualifications as identified in **Appendix 'I'**;
 - b) where applicable, have the necessary management and/or operations expertise, credentials and licences to deliver the services, make recommendations on service improvement and identify efficiencies
 - c) have in depth knowledge and the ability to apply such expertise to the day-to-day operations to ensure compliance with Federal, Provincial, Regional and local municipal legislation, including the Ontario Highway Traffic Act, Occupational Health and Safety Act, Passenger Vehicle and Commercial Vehicle Operations Registration Systems, Public Vehicles Act and the Accessibility for Ontarians with Disabilities Act (AODA)
 - d) receive training as outlined in this specifications and any additional training appropriate to the position such as: management training, emergency response and evacuation procedures, and accident/incident reconstruction and reporting
 - e) possess core competencies including customer service, communication, teamwork, initiative, accountability, and flexibility/adaptability

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- f) operations supervisory and management staff have the ability to operate and instruct staff on the use of all on-vehicle systems including the INIT, destination signs, PRESTO and other software or vehicle systems, and the passenger/device securement systems
 - g) have the ability to read, write and communicate orally effectively in English and to complete forms and reports accurately in detail, and legibly
 - h) conduct themselves in a professional manner and express empathy and understanding toward passengers with disabilities and accommodate their unique travelling needs; and
 - i) have the ability to read route maps, schedules and other related materials.
- .11 Follow the required procedures of the Region in regards to coordinating and working with the Region's contractor(s) responsible for fare collection, to ensure daily pick-up of fares at the Contractor's Maintenance Facility is completed in a safe and timely manner. Contractor shall provide an escort to the third party contractor when performing daily pick-up of cash fares at the Contractor's Maintenance Facility.
- .12 Be responsible for cost and maintenance for all facility and operational requirements, including but not limited to internet and electrical hardware, to operate DRT supplied systems, equipment and devices installed and operated at the Contractor's maintenance facility.
- .13 The Contractor shall maintain and preserve the records for the term of the Contract and for at least seven (7) years from date of creation of records. The Contractor shall make the records available within 48 hours to the Region upon request during business hours at the Contractor's office or place of business or at such other place which is convenient for the Region.
- .14 The Contractor shall cooperate with DRT and Regional staff to investigate the Contractor's compliance with the Contract.
- .15 Contractor shall notify DRT in writing prior to any changes to the subcontractors responsible for support of the maintenance and servicing of equipment required for executing the requirements of the Work.
- .16 At the Contractor's expense, the Contractor shall perform necessary modifications to the Contractor's facilities or Contractor's systems based on the requirements of the contract, when requested by DRT and as determined by DRT. The Contractor shall complete all such modifications within 30 days, or as determined by DRT otherwise, from request by DRT for final resolving all deficiencies to the sole approval of DRT.

5.7.2 Operations and Planning

- .1 Use the schedule Blocks as supplied by DRT (See **Appendix 'H'** for 2016 schedule), perform Block Run cutting, Rostering and Revenue Service Vehicle Operator Sign-ups for each Service Period. The Contractor shall provide the required service on the first day of the service change as specified by DRT.
- .2 Contractor shall not permit bus operator shift changes mid-route or during Peak Hour Service.
- .3 When DRT requires minor service changes after implementation of a Service Change, the Contractor shall implement the changes as soon as possible, but no

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later than twenty four (24) hours following notification. The Contractor shall immediately notify the TCC of the changes and to enter any additional service in the INIT system.

- .4 Ensure adherence to the DRT SOP for late GO Train arrivals.
- .5 Ensure the safe and responsible use of all equipment and technology provided by DRT, be responsible for the care of the equipment and software, repair and replacement caused by negligence of the Contractor's staff.
- .6 Achieve or exceed the performance metrics set out in **Section 5, Article 5.8**.
- .7 On daily basis, assign the required vehicle type to each route/Block as specified by DRT (See **Appendix 'H'** for 2016 schedule). DRT reserves the right to modify vehicle type assigned to each route/Block and will inform the Contractor at the time of providing the schedules/Block.
- .8 Ensure compliance with all Regional transit policies and operating procedures as provided by DRT;
- .9 Operate, maintain and service the assigned Revenue Service Vehicles provided to the Contractor. These vehicles shall be licensed by DRT and used by the Contractor to provide the service and related training and no other vehicles shall be used to provide Revenue Service. The Contractor shall not use Revenue Service Vehicles other than to provide the service as specified in the Contract.
- .10 Operate and maintain additional Revenue Service Vehicles assigned to the Contractor to provide additional Service as required by DRT.
- .11 Provide the required supervision to ensure operators maintain schedules and adhere to DRT's SOP, including a minimum of one (1) supervisor on duty at any time Revenue Service Vehicles are in Revenue Service.
- .12 Provide and staff a dispatch office to communicate with the Revenue Service Vehicle operators during all hours of system operation.
- .13 Be responsible for the collection of fares according to established fare policies and the fare structure including transfer agreements as updated from time to time and implemented as directed and when required by DRT, and the operation of the fare collection and related fare systems
- .14 Ensure that passenger transfers issued and received by the Contractor's Revenue Service Vehicle operators are valid.
- .15 Distribute and collect surveys or other on-board activities as requested by DRT.
- .16 Shall not keep or dispose of lost and found articles and must follow the applicable DRT Standard Operating Procedures .
- .17 Immediately report to TCC all accidents or incidents involving vehicle collisions, passenger injuries and conflicts, and shall promptly notify the police when required. A written collision/incident report shall be submitted to DRT by the Contractor within forty eight (48) hours in a form satisfactory to DRT.

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- .18 When advised of a planned (i.e. event, construction) or unplanned (i.e. road block due to collision) service disruption that may cause a disruption to service, establish the appropriate mitigation strategy, including detours or other Service Management solutions. For planned service disruptions, notify the appropriate DRT representative of the service strategy within the established response time lines communicated to the contractor. For unplanned disruptions to service, implement the appropriate service strategy in consultation with the TCC.
- .19 Upload destination sign codes, provided by DRT, onto Revenue Service Vehicles before service change date.
- .20 When DRT requests a Revenue Service Vehicle to be used for Non-Revenue Service (i.e. charter), the Contractor shall perform a Special Clean on the vehicle when requested by DRT, at no cost to DRT.

5.7.3 Maintenance

- .1 Supply and maintain Non-Revenue Service Vehicles required to deliver the Revenue Service according to the requirements of the contract. The Contractor shall be entirely responsible for supply, maintenance, servicing and any other activity related to Non-Revenue Vehicles;
- .2 Use # 1 ultra low-sulphur diesel fuel and only grades of oils, greases, fluids, etc., as specified by the vehicle manufacturer. The manufacturers' specifications for Region-owned vehicles will be provided by DRT at Contract start-up. Recycled oil products for engines and transmissions shall not be used and for transmissions OEM-approved synthetic oils shall be used.
- .3 Implement a comprehensive maintenance program, to perform maintenance on all Revenue Service Vehicles to be used for the Service in compliance with DRT's minimum requirements are outlined in **Appendix G**, and as amended from time to time.
- .4 Perform inspections, servicing and repairs (refer to **Appendix 'G'**) compliant to all safety standards/regulations established by all vehicle regulatory or licensing authorities including but not limited to the Ontario MTO, and apply the necessary sticker/certificate to the vehicle;
- .5 Correct Revenue Service Vehicle defects requiring repair, replacement or adjustment, that may be reported by Revenue Service Vehicle operators, maintenance personnel or DRT staff, through pre-trip and post-trip inspections, Road Calls or Change-Offs.
- .6 Perform emission control standards testing and servicing of the vehicles to meet Federal and Provincial regulations in effect during the Contract term, including those required for vehicle license renewals.
- .7 Maintain all on-board technology equipment, systems and devices according to DRT and OEM specifications and instructions. When future technologies are approved by DRT and introduced to the fleet, all related expenses will be mutually agreed between the Region and the Contractor.
- .8 Complete the repair of any minor damage estimated at less than \$5,000 including, scratches, dents, etc. within ten (10) calendar days of being reported and to the

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satisfaction of DRT's representative; body and accident repairs may be subcontracted.

- .9 Perform all work related to warranty, technical bulletins and recall maintenance on all components to the requirements recommended by the OEM. The Contractor shall comply with all warranty notifications on all equipment, Revenue Service Vehicles and service equipment supplied by DRT.
- .10 Maintain electronic records for each individual Revenue Service Vehicle detailing all maintenance and service work performed. The Contractor shall provide to DRT monthly maintenance and service reports for all maintenance and service work performed on DRT Revenue Service Vehicles by the fifteenth (15th) of the following month. The contractor shall also provide maintenance reports for specified vehicles within 24 hours when requested by DRT.
- .11 At any time during the contract term including any extension, shall be responsible for routine maintenance, at no additional cost to the Region, including labour, parts and material for repairing or replacing major mechanical components including but not limited to engine, transmission, differential, air conditioning components, auxiliary heaters, brake retarder assemblies, fire suppression equipment accessibility systems, wheelchair securement equipment, door systems, destination signs and bike racks on the Revenue Service Vehicles. Where the replacement of mechanical components includes core changes, the cores will remain the property of the Contractor and must be returned or exchanged upon removal.
- .12 The Revenue Service Vehicle fleet upgrades and major mechanical overhauls and structural repairs completed by DRT as part of the asset management program will not excuse the Contractor from fulfilling its maintenance obligations under this contract.
- .13 For a Revenue Service Vehicle that sustains any damage, the Contractor may retain an external damage repair vendor with demonstrated experience in accident damage repair of Revenue Service Vehicles. The Contractor shall be responsible for all repairs including the movement of Revenue Service Vehicles between Contractor's Maintenance Facility and their contracted repair vendor. The Contractor shall supply DRT with supporting documents of vendor qualifications.
- .14 Ensure that a minimum of one hundred and five percent (105%) of daily PVR Revenue Service Vehicles are available for Peak Service Period. The Contractor shall be provided spare ratio of eighteen percent (18%) for routine and maintenance programs. The spare ratio may be subject to change at the sole discretion of DRT.
- .15 Ensure the required supply of spare parts to maintain and service Revenue Service Vehicles to meet the requirement of **Section 5, Sub-Article 5.7.3.13**
- .16 Ensure that all Revenue Service Vehicles, after the completion of daily service and prior to entering Revenue Service the following day, are cleaned in accordance with the minimum requirements for servicing, cleaning and preventative maintenance provided in **Appendix 'G'**.
- .17 The Contractor shall be responsible for all costs related to transferring Revenue Service Vehicles, as required, between the Contractor's maintenance and storage facilities to/from any locations for the purposes of repair, servicing, maintenance and warranty work.

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- .18 Perform mileage based inspections as per OEM and/or **Appendix 'G'** requirements, whichever is more frequent within 1,000 kilometers of specified interval.
- .19 Perform Bus cleaning and servicing in compliance with requirements provided **Appendix 'G'**.
- .20 Install decals, supplied by DRT, in the interior and on the exterior of each vehicle in a manner approved by DRT including one which states: "This vehicle operated by (Name of Contractor – CVOR number)".
- .21 During the term of the contract including any extensions, supply, maintain, repair and replace all tools, equipment and devices provided to the Contractor by DRT for the purposes of maintaining and servicing Revenue Service vehicles.
- .22 Upon completion or termination of the contract, return all tools, equipment, devices or any other item provided to the Contractor by DRT for the purposes of maintaining and servicing Revenue Service Vehicles, in workable condition and with damage only attributed to regular wear and tear, otherwise to provide to DRT, at no additional cost, DRT-approved equivalent products.
- .23 Be responsible for any system, tool, equipment, device or thing provided to their employees to complete the Work.
- .24 Use and maintain all tools, equipment, devices required to maintain and service DRT Revenue Service Vehicles as required by the OEM.
- .25 When DRT requires Contractor to replace any Revenue Service Vehicle or Revenue Service Vehicle-related equipment, devices or systems; the Contractor shall continue to maintain Revenue Service Vehicles until they are replaced.
- .26 Maintenance employees whose duties require them to operate or attend to a vehicle off property (i.e. Change-Off, Road Call, Road Test) shall bear suitable identification that they are in the employ of the Contractor and working under contract to DRT.

5.7.4 Qualifications of Contractor's Employees for the Work

- .1 All Contractor employees who will work under the Contract must successfully complete an orientation program before commencement of work. The orientation program is stipulated by DRT and will be provided by DRT to Contractor before commencement of work, and Contractor will be responsible to provide the program to all its employees.
- .2 All employees who will drive a DRT Revenue Service Vehicle shall at all times be in possession of a valid Province of Ontario Class CZ (at minimum) driver's license.
- .3 The Contractor shall implement an appropriate SOP to ensure all affected employees that operate a DRT vehicle are in possession of a valid CZ driver's license. The contractor shall submit their SOP to DRT within twenty four (24) hours of request.
- .4 The Contractor and all of their staff assigned to perform the Work shall be subject to, and must submit proof of a **Criminal Reference Background Check** to DRT. The Contractor shall be responsible for all costs associated with having the **Criminal Reference Background Check** completed.

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At all times during the Contract term including any extensions, the Contractor and all staff performing the work will be subject to **Criminal Reference Background Checks** at the request of DRT. The Contractor shall be responsible for all costs associated with having these checks completed.

The Contractor shall conduct a **Criminal Reference Background Check** for each employee at the time of hire and/or as requested by DRT during the term of the contract and submit confirmation of each background reference check to the Region within fifteen (15) days of request. The Contractor must review all **Criminal Reference Background Checks** by taking into consideration the following factors:

- Nature of the conviction(s) (e.g. convictions of moral turpitude)
- Age of the conviction(s)
- Rehabilitation efforts
- Relevance of conviction to bona fide job requirements
- Potential risk to organization / client

Where the result of the **Criminal Reference Background Check** does not provide clearance for the staff member, the Contractor will immediately replace the staff member with another equally or higher qualified resource to perform the work, subject to the replacement resource meeting the requirements of this Article. In such an event, no additional costs shall be accepted by DRT.

- .5 The Contractor shall employ as part of its management team a dedicated trainer who will train and certify all staff who will operate a DRT Revenue Service Vehicle. The trainer shall possess Ministry of Transportation signing authority for driver licenses and shall have completed the PRIDE or equivalent certified driver trainer course and must meet the minimum qualifications specified in **Appendix 'I'**.
- .6 The Contractor shall recruit and train qualified maintenance technicians to maintain the Revenue Service Vehicles and equipment and qualified employees to service Revenue Service Vehicles in accordance with the Contract.
- .7 The Contractor shall ensure that truck and coach 310T mechanics are certified diesel technicians with current Cummins diesel experience. The Contractor may also employ registered truck and coach 310T apprentices and may substitute a registered apprentice for every 6th mechanic. The first level management person(s) responsible for the maintenance and servicing work shall also possess a valid 310T truck and coach technician license and at least a CZ driver's license.
- .8 The Contractor shall ensure all maintenance employees are appropriately licensed and trained to drive any vehicle they will repair and/or operate in the course of their duties and shall hold a valid Province of Ontario Class CZ or better license. Personnel who may only move Revenue Service Vehicles exclusively on the Contractor's property shall also be required to be trained and licensed as per above.
- .9 The Contractor shall ensure transit supervisors have a minimum of two (2) years previous experience as a Revenue Service Vehicle operator or transit supervisor. The previous supervisory experience may be waived if a Revenue Service Vehicle operator is promoted into this role and has a minimum of two years experience as a Revenue Service Vehicle operator.

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5.7.5 Fuel

- .1 The Contractor's Maintenance Facility shall include an automated fuel management system that maintains records for all fuel drops, records for each fuelling incident including the date, time, Revenue Service Vehicle unit number, name of the employee who fuelled the unit, volume of fuel dispensed and Revenue Service Vehicle mileage at the time of being fuelled. The Contractor shall ensure their fuel system and fuel management system meet all applicable legislative requirements.
- .2 The Contractor shall establish their fuelling system at the maintenance facility for the Work.
- .3 The Contractor will charge the Region for fuel at the very rate the Contractor is charged by Contractor's fuel supplier and Contractor shall not add any markup or include any administrative or other fees. Refer to **Article 4.08 – Payment procedures** and **Sub-Article 4.43.3 - Additional Agreement Terms and Conditions / Billing and Payment Process** for further information and instructions.

5.7.6 General Training, Licensing and Certification Requirements

- .1 The Contractor shall provide, at its expense, the required training for Contractor's new employees, on-going training for Contractor's existing employees, and certification as applicable for all individuals employed by the Contractor to provide service under the Contract.
- .2 The Contractor shall, at its own expense, ensure training updates are completed and conducted as directed by regulatory and legislated changes prior to compliance dates indicated by the Regional, Provincial or Federal agencies.
- .3 The Contractor's management team shall attend a one day session with DRT within sixty days (60) of the award of the Contract.
- .4 All training provided to the Contractor's employees shall comply with legislative and regulatory requirements, where applicable.
- .5 The Contractor shall review its training program annually and shall ensure that updates to the program are made to reflect suggested improvements received from passengers, DRT, and/or the Contractor's operating or maintenance staff.
- .6 The Contractor shall incorporate any standardized or special training programs developed by DRT into the new employee and annual training programs.
- .7 The Contractor shall provide to DRT on an annual basis all training course outlines and any updates.
- .8 DRT reserves the right to require mandatory content to be included in the Contractor's training program in order to improve service delivery and quality customer service.
- .9 The Contractor shall be responsible, at their cost, for all training required to be provided to the Contractor's employees as a result of existing, revised or new legislative requirements.

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- .10 The Contractor shall maintain and make available to DRT the training files/information for audit purposes. The Contractor shall ensure that files include information pertaining to any staff training, including the date, type, duration of training and the trainee's acknowledgement of completion of training and certificate of completion.
- .11 The Contractor shall require all applicable Contractor staff to complete any new training designated as mandatory by DRT for the Work.

5.7.7 Additional Training for Contractor's Revenue Service Vehicle Operators and Operations Supervisors

- .1 The Contractor shall train its Revenue Service Vehicle operators and operations supervisors upon hiring including classroom and behind-the-wheel training.
- .2 The Contractor's driver certification program shall be up to date and approved by the MTO.
- .3 The training program must include but not be limited to:
- Defensive driving
 - Rules of the road
 - Route Orientation
 - SOP's
 - Customer service and public interaction
 - Revenue Service Vehicle Operator conduct
 - Operation in terminals
 - Security awareness
 - Transit safety
 - Fare structure and media
 - Operating and security procedures
 - Revenue Service Vehicle evacuation
 - Knowledge of on-board emergency equipment
 - Proper care and use of Revenue Service Vehicle operating equipment
 - On-board devices such as MDT, CCTV, radio, and farebox
 - AODA requirements
- .4 Any employee of the Contractor who performs supervisor duties must complete the required training specified by the Ministry of Labour and any other legislative requirements.
- .5 The Contractor shall maintain an ongoing training program by providing each Revenue Service Vehicle Operator with a minimum average of eight (8) hours training annually and shall incorporate the mandatory components from the DRT's annual training program, where applicable
- .6 Operators and supervisors who are absent from work must complete the following minimum training:

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- for absences of thirty (30) to one-hundred and twenty (120) days, four (4) hours behind-the-wheel retraining and any additional training required for the employee to safely return to work;
 - for absences of more than one hundred and twenty (120) days, two (2) hours of classroom training, four (4) hours behind-the-wheel, and any additional training required for the employee to safely return to work;
 - where Revenue Service Vehicle operator or supervisor has been involved in a preventable accident, the Contractor shall ensure the individual receives the appropriate behind-the-wheel and/or classroom training. All retraining following Preventable Accidents must be based on the best current Preventable Accident training practices and must be conducted prior to the Revenue Service Vehicle operator returning to Revenue Service following any preventable accident.
- .7 The Contractor shall conduct periodic road observations to ensure compliance with the procedures and policies taught through the training program. DRT will not consider road observations as part of the training program but a check to ensure quality service delivery by the Revenue Service Vehicle operators as well as compliance with the applicable regulations and the Contract. An on-road ride-a-long assessment by an MTO certified instructor of all new Revenue Service Vehicle operators shall be done within thirty (30) days of completion of training.

5.7.8 Additional Training and Professional Licenses for Maintenance Staff

- .1 The Contractor shall ensure that all Maintenance Staff are appropriately trained and licensed including a Province of Ontario CZ licence to drive and operate any Revenue Service Vehicle assigned to them in the course of their duties. Upon satisfactory completion of any maintenance training program, the Contractor shall provide DRT with an updated list of the staff that has successfully completed the program. The Contractor shall ensure that its staff files include information pertaining to any employee training, including the date, type and duration of training.
- .2 The Contractor shall ensure that all Maintenance Staff receive training on all systems, components and sub-components for the Revenue Service Vehicles provided by DRT to the Contractor. At a minimum, the Contractor shall ensure that Maintenance Staff receive a minimum of forty (40) hours of initial and an average of eight (8) hours annual ongoing training. The Contractor shall provide to DRT an outline of the training program for Maintenance Staff. The training program is subject to DRT's approval.

5.7.9 Uniforms

- .1 The Contractor shall be responsible to administer a uniform program for Revenue Service Vehicle operators and operations supervisors to ensure a positive public image of the DRT service. The Contractor shall contract, order and liaise directly with the supplier of DRT uniforms to purchase DRT-approved uniform garments required by the Contractor's operators and supervisors. The Contractor shall enforce the dress and appearance code developed by DRT as outlined in the applicable SOP.
- .2 The Contractor shall be responsible for all costs associated with the uniform program.

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5.7.10 Contractor's Maintenance and Storing Facilities Requirements

- .1 All DRT Revenue Service Vehicles assigned to the Contractor shall be serviced and maintained at Contractor's Maintenance Facility, at no additional cost the Region.
- .2 All DRT Spare Revenue Service Vehicles assigned to the Contractor shall be parked at the Contractor's Maintenance Facility, at no additional cost the Region.
- .3 All DRT Revenue Service Vehicles assigned to the Contractor shall be stored at Contractor's storage facility, at no additional cost to the Region.
- .4 Contractor's storage facility can be either integrated with the Contractor's Maintenance Facility at one location, or be at a separate location, at no additional cost to the Region.
- .5 Revenue Service Vehicles assigned to the Contractor may be stored at more than one Contractor storage location, at no additional cost to the Region.
- .6 Contractor's maintenance and storage facilities must be located within the geographical boundaries of the Region of Durham.
- .7 During the contract term including any extensions, Contractor's maintenance and storage facilities must have the insurance coverage detailed in **Section 4, Article 4.05 – Insurance Requirements**.
- .8 The Contractor's Maintenance Facility shall be located in the following coverage/service areas:
 - Bell IPVPN, serviced by Bell fibre optic network
 - Rogers LTE cellular
 - High-speed Internet (minimum 3 Mbps)
- .9 The Contractor shall provide, at no additional cost to the Region, infrastructure capable of supporting DRT's wide area network (WAN) connectivity and high speed internet. As a minimum, the infrastructure shall provide for Bell IPVPN service using the Bell fibre optic network. The Contractor shall be responsible for all one-time special construction and/or build-out costs required to terminate a Bell IPVPN fibre optic connection at the maintenance facility's telecommunications entrance facility (data centre/room), including but not limited to placement of fibre optic cable, new conduit, directional boring, trenching, splicing, and the infrastructure associated with placing of the fibre cable, placing required electronics, testing, and minor material as required. The contractor shall not utilize DRT's network equipment or wide area network (WAN) connectivity.
- .10 The Contractor's Maintenance Facility and bus storage area(s) shall be of sufficient size to maintain service and store 115% of the number of Revenue Service Vehicles assigned to the Contractor at contract start-up.
- .11 The Contractor shall provide and maintain the following facility requirements :
 - .a Combined telecommunications entrance facility and equipment room (data centre/closet) to house DRT, Presto, INIT, fare collection system, and CCTV equipment.

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The room may house the Contractor equipment, provided it does not impede on the minimum requirements and does not utilize DRT's equipment. As a minimum, the room shall:

- .1 Have a minimum size of 105 ft² including a minimum length of 11.5 ft, minimum width of 9ft, and unimpeded service space.
 - .2 Be a securely locked room.
 - .3 To be equipped with humidity and temperature control equipment: Approximately 50% relative humidity and 22°C (~72°F).
 - .4 To be equipped with an uninterruptible power supply; minimum 10 kVA and bypass switch.
 - .5 To have four (4) 120V, 15A single phase power outlets and two 240V/30A three phase power outlets.
 - .6 To have Minimum of one 120v 15A circuit is required with a NEMA 5-15R connection
 - .7 To provide two additional high-speed internet connections.
- .b Structured cabling including horizontal cabling, providing connectivity to onsite telecommunications equipment.

The contractor shall, at no additional cost to the Region, install up to twenty (20) horizontal cables and Wi-Fi access points or CCTV cameras at locations determined by DRT. Wi-Fi access points and CCTV cameras will be provided by the Region.

As a minimum, the structured cabling shall:

- .1 Comply with ANSI/TIA-568-C.0 (commercial building telecommunications cabling standard) and ANSI/TIA-568-C.1 (commercial building telecommunications cabling standard)
 - .2 Where horizontal cabling distance is less than 90 meter, be Category 6 UTP and comply with ANSI/TIA-568-C.2 (balanced twisted-pair telecommunication cabling and components standard)
 - .3 be OM4 multi-mode fibre and comply with ANSI/TIA-568-C.3 (optical fibre cabling components standard), where horizontal cabling distance is greater than 90m,
- .c Locked room with minimum 64 ft² for the purposes of housing cash vault used for dumping fare boxes and secure storage of vault.
- .12 As a mandatory requirement throughout the term of the contract, Contractor's Maintenance Facility for the Work shall maintain, a valid Province of Ontario Service Station license as issued by the MTO and Contractor shall provide a copy of the valid license within forty eight (48) hours of the request by the Region.
- .13 The Contractor's Maintenance Facility shall include at least one separate interior wash bay with sufficient capacity for the Work meeting the requirements noted in this RFP.
- .14 DRT systems installed on Revenue Service Vehicles will automatically upload/download Presto, INIT and other systems data when the Revenue Service Vehicle completes the daily fuelling and servicing program at the Contractor's

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Maintenance Facility. The Contractor shall ensure that all Revenue Service Vehicles, including any Revenue Service Vehicle that may be stored at a location other than the Contractor's Maintenance Facility, receive the data upload on a daily basis.

- .15 The Contractor's facility for storing Revenue Service Vehicles must be equipped with a CCTV system that is capable to monitor, records and stores for a period of 5 days, video of the perimeter of the site. Storage location must also include a nine foot perimeter fence or other suitable barrier approved by the Region. The Contractor is responsible for all related costs to plan, develop, install, maintain, monitor and remove the required CCTV and perimeter fence systems. DRT reserves the right to view recorded CCTV video at any time, providing the contractor has been given 2 hours prior notice, unless agreed otherwise between the Region and the Contractor. The Contractor is required to adhere to all applicable legislation related to the use of CCTV system.
- .16 The Contractor may provide outdoor or indoor storage for the Revenue Service Vehicles. Revenue Service Vehicle storage areas require a prepared surface such as asphalt or equivalent as approved by the Region.
- .17 Exterior storage areas shall have sufficient connections and number of connections for fuel-fired pre-heaters, for all Revenue Service Vehicles stored outside.
- .18 The Contractor shall provide to Region staff and its third party contractor(s) unimpeded access to the appropriate areas of the Contractor's Maintenance Facility for troubleshooting, repair or replacement purposes for any equipment or systems installed and maintained by the Region.
- .19 The Contractor's Maintenance Facility must meet all requirements of the Scope of Work and enable the Region to install required equipment and systems.

5.7.11 Non-Revenue Services

- .1 When DRT requests the operation of Non-Revenue Services, the Contractor shall make available the required number of Revenue Service Vehicle(s) and operator(s) as specified by DRT.
- .2 The Contractor shall provide supervision for Non-Revenue Services.
- .3 When a Revenue Service Vehicle is on Recovery or on display, the Contractor shall ensure an Operator is present on the bus, unless otherwise approved by DRT.
- .4 The Contractor undertakes that Non-Revenue Services will not interfere with, or jeopardize, the provision of Revenue Service unless authorized otherwise by DRT.

5.7.12 Service Disruptions and Missed Trips

If a Revenue Service Vehicle is removed from service while delivering scheduled service, the Contractor shall restore service within ten (10) minutes by replacing with another Revenue Service Vehicle to that route. The Contractor shall manage the service and shall do whatever is reasonably possible to maintain the schedule. Service that is not restored within ten (10) minutes will be considered a Missed Trip.

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5.7.13 Customer Complaint Resolution Process

- .1 Any complaints shall be directed by the Contractor to DRT Customer Services by telephone or e-mail.
- .2 Complaints attributed to the Contractor that are received by DRT will be entered into the DRT CRM system and forwarded to the Contractor for investigation.
- .3 The Contractor shall respond to DRT with the results of the investigation and proposed action, within 48 hours (excluding weekends) of receiving the information or complaint from DRT. Where further investigation is required, the Contractor shall complete the investigation and provide a report to DRT within seven (7) calendar days from the date the Contractor receives the complaint, unless otherwise approved by DRT.
- .4 The Contractor shall not contact DRT customers directly in response to a request for information or during investigation of a complaint.
- .5 The Contractor shall be issued a written directive for each failure to respond to complaints within the specified time period and as per requirements noted in **Article 5.6.6 – Directives**. Contractor's failure to consistently comply with this requirement will be grounds for Contract termination.

5.7.14 Service Management using INIT

- .1 The Contractor shall provide a laptop that will be used to connect to the Region of Durham's Virtual Private Network (VPN) to access INIT ITCS. This laptop, provided by the Contractor, shall meet the following requirements:
 - A Microsoft supported version of Windows Vista, 7, or 8.1
 - Processor: 2 Giga Hertz (GHz) or faster
 - RAM: 4GB minimum
 - Hard disk space: 128GB SSD minimum
 - 100MB of free hard disk space minimum
 - Graphics card: Microsoft DirectX 9 graphics device with WDDM driver
 - Citrix receiver installed
 - VGA Adapters for connecting to external monitors
 - Internet Explorer 6.X (or better) [Service Pack 1 (or better)], Google Chrome, Mozilla Firefox (* JavaScript enabled on the browser)

Important Notes

- Tablets including, iPad, iPhone, Chromebook and Blackberry are not acceptable as substitute for laptop.
- For connecting to Region's VPN, the Region-approved anti-virus program installed on the Contractor's laptop listed below must be kept updated within the last 7 days :
 - Avast, AVG, Avira, Bitdefender, Clam, ESET, Kaspersky, Max Secure, McAfee, Microsoft (Windows Defender, Security Essentials), Norton/Symantec, Panda, Radial Point (Bell, Rogers, Telus), Sophos or Trend Micro.

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- .2 The Contractor shall be responsible for all costs related to the laptop device, including but not limited to internet access charges, purchase, repair, replacement, and any peripheral devices required by the Contractor.
- .3 The Contractor shall provide the laptop to DRT no later than 3 working days after final contract award for configuration for the service.
- .4 The Contractor's supervisor shall complete Service Management functions remotely using the DRT supplied laptop to operate the mobile INIT ITCS module.
- .5 When the Contractor's supervisor initiates a Service Management action, the supervisor shall immediately implement the action into mobile ITCS.
- .6 The Contractor shall ensure that employees using a laptop comply with applicable Highway Traffic Act requirements for mobile devices.

5.7.15 Security

- .1 The Contractor shall adhere to DRT's transit security protocols and procedures, and comply with any related directives provided by DRT. The most recent copies of transit security protocols and procedures will be provided by DRT during the mandatory pre-bid information meeting.
- .2 The Contractor shall treat all plans, processes, procedures and policies supplied to the Contractor by DRT and the Region as confidential and shall not release such documents to, or share them with any person or organization without prior written authorization from DRT. The Contractor shall sign a confidentiality agreement in the Region's form prior to receiving any confidential documentation.
- .3 The Contractor shall be responsible for the care, control and security of DRT supplied assets, including the Revenue Service Vehicles and equipment and shall take all reasonable measures to ensure security practices are maintained.
- .4 The Contractor shall permit access to all areas of the Contractor's Maintenance Facility, to DRT or Region's staff, for the purpose of executing facility inspections and to conduct threat risk assessments and/or security audits and inspections. DRT is not required to provide prior notification to the Contractor for such inspections. The Contractor shall not escort the staff while they are conducting the assessment, inspection or audit.
- .5 Where either the Contractor or the Region determines that any staff or subcontractor employed by the Contractor for the Work is either involved in criminal activity or is in breach of any by-law or any other federal, provincial or municipal legislation, or has been involved in a preventable collision or has displayed unacceptable conduct or behaviour, the Contractor shall permanently remove or restrict such employee or subcontractor from participating in the operation and maintenance of the Service.

5.7.16 Emergency Preparedness

- .1 The Contractor acknowledges that the Region has established an emergency plan and that the Contractor will be required to participate in emergency response information and/or training sessions and workshops as required by the Region. The emergency plan includes emergency response capabilities, including Regional communications, staffing available to respond as necessary twenty-four (24) hours

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per day seven (7) days per week, and procedures for ensuring the security of the Contractor's facilities for the Work and the Revenue Service Vehicles. The Contractor shall use its best efforts to ensure that sufficient staff is made available to respond to emergency situations including but not limited to natural disasters and/or other unforeseen incidents, as required by DRT. If Revenue Service is curtailed or suspended due to the declaration of an emergency by the Region or any agency having such authority, DRT will reimburse the Contractor for any direct costs, as determined at the sole discretion of DRT, incurred as a result of such declaration. If the Contractor's participation in an emergency response results in any additional costs to Contractor, DRT will reimburse the Contractor for such additional costs, as determined at the sole discretion of DRT and subject to presentation of supporting facts and documentation satisfactory and acceptable to DRT.

- .2 The Contractor shall participate in up to two (2) annual Region of Durham emergency management preparedness activities including, but not limited to, supporting field exercises, and providing Revenue Service Vehicle Operators, supervisors and Revenue Service Vehicles for disaster drills. Within three months of final contract award, the Contractor shall provide a plan detailing the Contractor's required response to a request from DRT for Revenue Service Vehicles and Revenue Service Vehicle Operators to respond to emergency situations, evacuations, shelter and transport. The plan must demonstrate that the Contractor can provide for a one (1) hour delivery of Revenue Service Vehicles and Revenue Service Vehicle operators for such events based on a 24/7 requirement and shall include staff contact information and Revenue Service Vehicle Operator call out procedures. The plan is subject to approval by DRT and the Contractor must comply fully with the plan. DRT will compensate the Contractor for any Revenue Service Vehicles used for disaster drills at the Blocked Revenue Service Hourly Rate set out in the Contract.
- .3 Upon final contract award, the Contractor shall provide to its management and supervisory staff the key phone numbers and contacts for DRT representatives, as supplied by DRT.

5.7.17 Public Statements and Marketing Services

- .1 The Contractor and employees of the Contractor shall not make statements to the news media about DRT service or the Region without the prior written permission of DRT. The Contractor shall direct all news media requests to DRT.
- .2 The Contractor shall comply with DRT requirements in regards to the marketing of the services including requiring Revenue Service Vehicle Operators and or supervisors to distribute materials, posting materials on Revenue Service Vehicles and requiring front line personnel to support DRT's advertising.

5.7.18 General Administrative Requirements

- .1 The Contractor shall supply, install and maintain at Contractor's expense, fully functional computer equipment required for the Work to facilitate the computerization of all reports and a reliable telephone system, facsimile machine and scanner. The Contractor shall have, at a minimum, DRT- comparable or newer versions Microsoft Windows and Office Professional software and any computer hardware and software upgrades installed on Contractor's computer systems to ensure compatibility with DRT's electronic reporting system. The Contractor shall maintain, at its own cost, an active high speed internet (minimum 3 Mbps) and e-mail account capable of sending and receiving attachments.

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- .2 The Contractor shall supply all supervisors with cellular phones and provide designated DRT staff with their contact information. The Contractor shall ensure that use of these devices complies with the Highway Traffic Act.

5.7.19 Directives issued by DRT

The Contractor shall provide to DRT a plan of action within forty-eight (48) hours after receipt of directive(s) from DRT, or within such other period agreed to by DRT. The Contractor shall carry out the terms of the Directive within seven (7) days after receipt of the notice in writing from DRT or within such other period agreed to by the Region.

5.7.20 Contract Transition

A. Before Contract Start-up

- .1 The Contractor shall dispatch and operate all Revenue Service vehicles effective the start of the service on the first Monday 2 weeks after final contract award or as revised by the Region. The Contractor's bus operators shall pick up the Revenue Service Vehicles and return them to Contractor's storage location.
- .2 No later than the day following final contract award, the Contractor shall provide unimpeded access to the Region to install the required equipment and systems.
- .3 The Contractor shall maintain and service all Revenue Service Vehicles starting no later than 4 weeks following final contract award but as soon as two (2) weeks following final contract award.
- .4 From the first Monday two (2) weeks after final contract award or as revised by the DRT, Revenue Service Vehicles assigned for the work and supplied to the Contractor will be serviced daily by DRT at a DRT facility, including fuelling, daily servicing and maintenance. The Contractor shall assume the daily fuelling, service and all maintenance requirements of the Contract at any time up to four (4) weeks after final contract award, when at the sole discretion of the Region it's been determined that all required DRT equipment and systems have been installed at the Contractor's Maintenance Facility.

B. Before Contract Termination

The Contractor shall deliver possession of the Revenue Service Vehicles and equipment to any successor contractor or the Region, as determined by the Region, for a period of time of up to 90 days before the effective date of the termination of the Contract. The Contractor shall deliver all Revenue Service Vehicles, equipment, software, hardware, tools, and other materials or devices that have been provided to the Contractor by DRT in a state of good repair, subject only to reasonable wear-and-tear from everyday use. A Certificate of Mechanical Fitness, current within thirty (30) days of the contract termination date, must be provided to DRT for each Revenue Service Vehicle prior to the end of the contract.

C. After Contract Termination

After completion of the Contract term, for a period of time deemed sufficient and practical as determined at the sole discretion of the Region, the Contractor shall fully cooperate to provide the Region unimpeded access to remove all equipment and systems owned and installed by the Region during the Contract.

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5.7.21 AODA Compliance

The Contractor shall ensure that all of the employees, agents, volunteers, or others engaged by the Contractor in the delivery of the service under the Contract receive training in accordance with the Accessibility for Ontarians with Disabilities Act (the “AODA”). Prior to Contract start-up, Contractor shall submit to DRT confirmation that all employees have received the required AODA training.

5.8 PERFORMANCE METRICS

The performance metrics outlined in this section are intended to promote service excellence. The Region requires the Contractor to meet or exceed the acceptable performance criteria at all times.

DRT will begin to measure Performance Metrics 3-month (three-month) after the start of full service as outlined in the Contract.

.A Operations

.1 On-Time Performance (Performance Metric # 1)

Revenue Service Vehicles are required to depart a bus stop within the on-time performance window. DRT on-time performance window extends from the scheduled departure time to 5 minutes after the scheduled departure time.

Acceptable Performance:	equal to or better than DRT performance (to be provided to Contractor at the contract start-up or when available) as determined at the sole discretion of the Region. For example, 80% of departures from all bus stops on-time.
Unacceptable Performance:	lower than DRT performance, and as determined at the sole discretion of the Region.
Monitoring:	Contractor’s on-time performance will be determined by DRTs validated INIT system data on a service period basis.

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.2 Missed Trip (Performance Metric # 2)

Where Revenue Service Vehicles departing from a designated time point ten (10) or more minutes later than the scheduled departure time or completing the entire run fifteen (15) or more minutes late, it will be considered a missed trip.

Acceptable Performance:	equal to or better than DRT performance (to be provided to Contractor at the contract start-up or when available) as determined at the sole discretion of the Region. For example, 95% of all trips delivered no more than fifteen (15) minutes late and departed time points no more than 10 min late.
Unacceptable Performance:	lower than DRT performance, and as determined at the sole discretion of the Region.
Monitoring:	Contractor's missed trip performance will be determined by DRT's validated INIT system data on a monthly basis.

.3 Collisions Rate (Performance Metric # 3)

The Collision rate is calculated as the number of Collisions per 100,000 Kilometers (includes all kilometres driven).

Acceptable Performance:	equal to or better than DRT performance (to be provided to Contractor at the contract start-up or when available) as determined at sole discretion of the Region. For example 175,000 Kms between collisions.
Unacceptable Performance:	lower than DRT performance, and as determined at the sole discretion of the Region.
Monitoring:	Contractor's performance will be determined based the accident reports submitted to DRT by the Contractor. The distance travelled by a Revenue Service Vehicle , provided by Contractor's computerized fleet maintenance management system, shall be used by DRT to calculate the average number of kilometres between collisions for the Revenue Service Vehicles assigned to the contractor.

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.B Maintenance

.1 Kilometres Between Failures (Performance Metric # 4)

The Contractor shall proactively maintain Revenue Service Vehicles to ensure in-service failures and Road Calls are minimized.

Acceptable Performance:	equal to or better than DRT performance (to be provided to Contractor at the contract start-up or when available) as determined at sole discretion of the Region. For example, 12,000 or more Revenue Service kilometres between failures.
Unacceptable Performance:	lower than DRT performance as determined at the sole discretion of the Region
Monitoring:	Contractor's semi-annual performance will be determined based on DRT's INIT data.

.2 Routine Maintenance (Performance Metric # 5)

The completion of scheduled Preventative Maintenance Inspections as prescribed in **Appendix 'G'**.

Acceptable Performance:	all prescribed preventative maintenance work completed as determined at sole discretion of the Region
Unacceptable Performance:	all prescribed preventative maintenance work not completed as determined at sole discretion of the Region
Monitoring:	monthly maintenance records for each Revenue Service Vehicle submitted by Contractor

.3 Revenue Service Vehicle Cleanliness (Performance Metric # 6)

Revenue Service Vehicle cleanliness is determined by the exterior and interior condition of Revenue Service Vehicles prior to departing the facility.

Exterior Cleanliness

The Contractor shall ensure that all Revenue Service Vehicles are washed and cleaned prior to commencing Revenue Service and before departing the facility for the first time that day. In addition, no Revenue Service Vehicle shall enter Revenue Service with exterior graffiti or visible vandalism.

Interior Cleanliness

The Contractor shall ensure daily that the interiors of all Revenue Service Vehicles have all loose debris and garbage removed, including emptying onboard garbage containers, that the floors are swept and vacuumed, dashes, decks and ledges wiped

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down, window ledges wiped down, windows in the drivers compartment, including the windshield and doors, are cleaned. Revenue Service Vehicle operator's area vacuumed, marketing materials displayed in accordance with instructions provided from time to time by DRT and floors mopped after each day in Service and prior to commencing Revenue Service on the following day. In addition, no Revenue Service Vehicle shall enter Revenue Service with interior graffiti, vandalism or etchings.

Acceptable Performance:	95% or more of Revenue Service Vehicles cleaned externally and internally each day prior to departing the Facility as determined at sole discretion of the Region
Unacceptable Performance:	less than 95% of Revenue Service Vehicles cleaned externally and internally each day prior to departing the Facility as determined at sole discretion of the Region
Monitoring:	DRT will randomly inspect a minimum of twenty-five per cent (25%) of the Contractor's assigned Revenue Service Vehicles each quarter. These observations will be performed by DRT staff prior to the Revenue Service Vehicle leaving the facility in the morning. DRT will compare the observations found to the total number of inspections made and calculate the percentage. For example, if two (2) Revenue Service Vehicles are found not to be clean among twenty-five (25) inspected, the calculation shall result in a ninety-two percent (92%) [an unacceptable performance] score

.4 Revenue Service Vehicle Fuel Efficiency (Performance Metric # 7)

Kilometers traveled per liter fuel dispensed for all by Revenue Service Vehicles assigned.

Acceptable Performance:	equal to or better than DRT performance. Current DRT Revenue Service Vehicle Fuel Efficiency approximately 1.84 km/L
Unacceptable Performance:	lower than DRT performance, and as determined at the sole discretion of the Region.
Monitoring:	fuel volumes determined from Contractor's fuel management system, total kilometers determined from Contractor's fleet management system

.C Customer Service

.1 Customer Complaints (Performance Metric # 8)

The Contractor is the frontline in service delivery. DRT expects the Contractor to make all attempts to provide an exceptional customer service experience for all riders. DRT will record all customer complaints attributable to the Contractor that relate to route deviation, Revenue Service Vehicle Operator behaviour/attitude, schedule adherence,

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Revenue Service Vehicle Operator operation of Revenue Service Vehicles, transfer and/or fare disputes and Revenue Service Vehicle maintenance and/or cleanliness.

Acceptable Performance:	equal to or better than DRT performance for passenger complaints per 100,000 passenger boarding (to be provided to Contractor at the contract start-up or when available). For example, 6 or less validated complaints per one hundred thousand (100,000) passenger boarding's
Unacceptable Performance:	lower than DRT performance as determined at the sole discretion of the Region
Monitoring:	DRT will determine the number of complaints from the CRM system and passenger boardings by DRT's validated APC system data

.D Safety

.1 CVOR Rating (Performance Metric # 9)

The Contractor shall maintain at an acceptable carrier safety rating under its Ontario Commercial Vehicle Operator's Registration (CVOR) that solely covers the Revenue Service Vehicles that are assigned to the Contractor.

Acceptable Performance:	minimum of a "satisfactory-unaudited" carrier safety Rating
Unacceptable Performance:	less than a "satisfactory-unaudited" carrier safety rating
Monitoring:	Contractor shall provide DRT with a copy of a valid carrier safety rating when requested.

5.9 TERM OF CONTRACT

The Contract shall be in effect for a term of **five (5) years** from Contract execution.

The Region, at its sole discretion, may extend the Contract for up to **two (2) additional one-year terms**.

The Contract shall expire on the original expiry date, unless the Region exercises its option to extend the Contract by providing written notice to the Contractor. The notice shall set forth the precise duration of the extension.

APPENDIX 'A'

FORM OF PROPOSAL

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

FORM OF PROPOSAL

TRANSIT SERVICES FOR THE REGION OF DURHAM

PLEASE
USE INK

Name of Company

Address

Postal Code

Telephone Number

Fax Number

E-Mail

Name of Person Signing for Company

Position of Person Signing for Company

Name of Contact Person

PROPOSALS RECEIVED BY:

The Director, Legislative Services – Regional Clerk
The Regional Municipality of Durham
605 Rossland Road East
1st Floor, Corporate Services - Legislative Services Division
Whitby, ON L1N 6A3

INCLUDE WITH PROPOSAL SUBMISSION

THE REGIONAL MUNICIPALITY OF DURHAM
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APPENDIX 'A' - FORM OF PROPOSAL

SECTION 1.0 - PRICING

Please indicate **unit Prices**, the **extended prices** and the **total price**.

Each Respondent must include this form completed according to the instructions contained in the RFP as well as those instructions set out below:

- a) Prices shall be in Canadian Funds;
- b) All prices bid shall include applicable customs duty, excise tax, freight, insurance, and all other charges of every kind attributable to the Work, and where applicable, Harmonized Sales Tax ("HST") shall be extra and not shown; and
- c) Total Contract cost quoted by the Respondent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.

A Proposal that includes conditional, optional, contingent or variable Rates that are not expressly requested in the Form of Proposal may be disqualified.

By submitting a proposal, the Respondent is deemed to confirm that it has prepared its Proposal with reference to and has factored all of the provisions of SECTION 4 – Agreement Terms and Conditions and the RFP, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Form of Proposal.

Total cost to be charged based on the scope of work of this RFP in the pricing schedule below.

Day Type	Estimated Blocked Revenue Service Time during the initial 5-year term of the Contract (A)	Blocked Revenue Service Hourly Rate (B)	Extended Price for the initial 5-year term of the Contract (A) times (B)
Regular	399,300 hours	\$ / hour	\$
Statutory Holiday	3,400 hours	\$ / hour	\$
Total Price for Blocked Revenue Service Time For the initial 5-year term of the Contract			\$
This total will be used to evaluate pricing as per Article 3.03 – Pricing .			

Name of Company: _____

THIS PAGE MUST BE INCLUDED OR PROPOSAL WILL BE REJECTED

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO.1010-2016

SECTION 2.0 – SIGNATURE PAGE

Received Addenda **No.:** _____ **to No.:** _____ **Inclusive**

The undersigned hereby agrees to perform the Work specified in this Request for Proposal No. **1010-2016**, in accordance with all the terms and conditions, for the prices submitted in the above pricing schedule.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this bid. Executed by me/us and bearing date this _____ day of _____, 20__.

The undersigned hereby declares that, to its knowledge, (i) no Councillor, official or employee of the Region has any direct or indirect beneficial interest, whether financial or otherwise, in the undersigned, or in their performance of the Work; and (ii) the undersigned is not engaged in any other Works nor is it providing Work to any other Party that would give rise to an actual or potential conflict of interest.

The undersigned hereby declares that they have no direct or indirect financial interest that would give rise to an actual or potential conflict of interest.

The undersigned hereby declares that they have received and either signed or acknowledged all Addenda issued by the Region in accordance with **Article 1.06** and that they have been taken into account in the formation of their Proposal.

The undersigned hereby declares that the Region reserves the right to cancel the Award or Agreement if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Contracted Company in completing the Work, and that the Region's determination regarding any questions of conflict of interest shall be final.

The undersigned hereby declares that, in submitting a Proposal, they acknowledge, understand and accept all the conditions noted herein.

Signed (I have the authority to bind the Corporation)

Print Name of Above Signing Officer

Position

Name of Firm

The signature of a signing officer with the authority to bind the Corporation is required for the Proposal to be valid. Failure to provide the signature will result in the Proposal being rejected.

THIS PAGE MUST BE INCLUDED OR PROPOSAL WILL BE REJECTED

APPENDIX 'B'

PERFORMANCE BOND FORM

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO.1010-2016

REGION OF DURHAM'S STANDARD PERFORMANCE BOND FORM

Bond No.

Amount \$

KNOW ALL MEN BY THESE PRESENT, that we

hereinafter called
"the Principal",

and

hereinafter called
"the Surety",

are jointly and severally held and firmly bound unto the Regional Municipality of Durham hereinafter called **"the Obligee"**, its successors and assigns the sum of

DOLLARS (\$)

of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and the Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

WHEREAS by an agreement in writing dated the day of , 20 , the Principal has entered into a Contract with the Obligee, hereinafter called **"the Contract"**, for the

as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the Contract and shall fully reimburse and repay the Obligee for all outlay, expense, liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

PROVIDED ALWAYS and it is hereby agreed and declared that the Obligee and the Principal have the right to change, alter and vary the terms of the Contract and that the Obligee may in its discretion at any time or times take and receive from the Principal any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO.1010-2016

REGION OF DURHAM'S STANDARD PERFORMANCE BOND FORM (continued)

PROVIDED FURTHER and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by any such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligeo of any of the rights or powers reserved to it under the Contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works to be constructed, altered, repaired, maintained or warranted under the Contract, or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Obligeo.

Whenever the Principal shall be, and declared by the Obligeo to be, in default under the Contract, the Obligeo having performed the Obligeo's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly complete the Contract in accordance with its terms and conditions and shall compensate the Obligeo for any additional costs, expenses or damages. Notwithstanding the foregoing, the Obligeo may, at its sole discretion, instruct the Surety in writing to obtain a bid or bids for submission to the Obligeo for completing the Contract in accordance with its terms and conditions and upon determination by the Obligeo and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the Obligeo and make available as work progresses (even though there should be a default, or a succession of defaults, under the Contract or Contracts of completion, arranged under this paragraph) sufficient funds to pay the cost of the completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by the Obligeo to the Principal under the Contract, less the amount properly paid by the Obligeo to the Principal.

AND it is hereby declared and agreed that the Surety shall be liable as Principal, and that nothing of any kind of matter whatsoever that will not discharge the said Principal shall operate as a discharge or release of liability of the said Surety.

Any suit under this Bond must be instituted before the expiration of three (3) years from the date of Substantial Performance of the Work or Completion of the Work, whichever occurs first.

PROVIDED FURTHER and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this Bond.

IN WITNESS WHEREOF the Principal and the Surety have executed these presents this day of _____, 20 ____.

SIGNED, SEALED AND DELIVERED)	
in the presence of)	
)	
_____)	_____
Witness)	Principal
)	
Occupation _____)	
)	
Address _____)	_____
)	Surety
)	

APPENDIX 'C'

CERTIFICATE OF INSURANCE



THE REGIONAL MUNICIPALITY OF DURHAM
FINANCE – PURCHASING SECTION

CERTIFICATE OF INSURANCE

PROOF OF LIABILITY INSURANCE WILL BE ACCEPTED ON THIS FORM ONLY.

THIS FORM MUST BE COMPLETED AND SIGNED BY YOUR AGENT, BROKER OR INSURER

ALL INSURERS SHOWN MUST BE LICENSED TO OPERATE IN CANADA

This is to certify that the Named Insured hereon is insured as described below

Named Insured	Address of the Named Insured
Location and Operations of the Named Insured for which Certificate is issued: ALL OPERATIONS PERFORMED FOR THE REGION OF DURHAM	

AUTOMOBILE LIABILITY INSURANCE

INSURING COMPANY	POLICY NUMBERS	LIMIT OF COVERAGE	EFFECTIVE DATE	EXPIRY DATE
	Automobile Liability	Deductible, if any:	D/M/Y	D/M/Y
	Excess Liability (if applicable)		D/M/Y	D/M/Y

The above policy(ies) must cover all vehicles owned in whole or in part and licensed in the name of the insured including all vehicles leased on a long term basis for which the insured is required by contract to provide bodily injury and property damage insurance.

COMMERCIAL GENERAL LIABILITY

INSURING COMPANY	POLICY NUMBERS	LIMIT OF COVERAGE	EFFECTIVE DATE	EXPIRY DATE
	Commercial General Liability	Per Claim / Annual Aggregate Deductible, if any:	D/M/Y	D/M/Y
	Excess Liability (if applicable)	Per Claim / Annual Aggregate	D/M/Y	D/M/Y

Provisions of Amendments or Endorsements of Listed Policy(ies)

GARAGE AUTOMOBILE LIABILITY INSURANCE

INSURING COMPANY	POLICY NUMBERS	LIMIT OF COVERAGE	EFFECTIVE DATE	EXPIRY DATE
	Garage Automobile Liability	Per Claim / Annual Aggregate Deductible, if any:	D/M/Y	D/M/Y
	Excess Liability (if applicable)	Per Claim / Annual Aggregate	D/M/Y	D/M/Y

ENVIRONMENTAL LIABILITY – Claims Made Basis – YES/NO Occurrence Basis – YES/NO

INSURING COMPANY	POLICY NUMBERS	LIMIT OF COVERAGE	EFFECTIVE DATE	EXPIRY DATE
N/A	Environmental Liability	Per Claim / Annual Aggregate Deductible, if any:	D/M/Y	D/M/Y
N/A	Excess Environmental Liability (if applicable)	Per Claim / Annual Aggregate	D/M/Y	D/M/Y

- IS THE LIMIT INCLUSIVE OF INDEMNITY AND CLAIMS EXPENSES - YES/NO	- IF THE POLICY IS ON A CLAIMS MADE BASIS HAVE THERE BEEN ANY CLAIMS NOTICE GIVEN FOR THIS POLICY TERM – YES/NO
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COMMERCIAL GENERAL LIABILITY is issued on an 'occurrence' basis form and is extended to include Personal Injury Liability, Contractual Liability, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, Products/Completed Operations, Contingent Employer's Liability, Cross Liability Clause and Severability of Interest Clause.

With respect to Comprehensive General Liability insurance, **THE REGIONAL MUNICIPALITY OF DURHAM** and **DURHAM REGION TRANSIT** added as an Additional Insured but only with respect to its liability arising out of the operations of the Named Insured.

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Regional Municipality of Durham.

If cancelled or changed so as to reduce the coverage as outlined on this certificate, during the period of coverage as stated herein, thirty (30) days, prior written notice by registered mail will be given by the Insurer(s) to: **The Regional Municipality of Durham, Attention: Purchasing Section, Finance Department, 605 Rossland Road East, Whitby, ON, L1N 6A3**

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date	Name, Address, Fax and Telephone Number of Certifying Party	Signature of Authorized Representative or Official
		Print Name of above Authorized Representative or Official

APPENDIX 'D'

**CONFIRMATION OF FAVOURABLE HEALTH
AND SAFETY PRACTICE FORM**

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'D'

CONFIRMATION OF FAVOURABLE HEALTH AND SAFETY PRACTICE FORM

To Contractor(s):

The Region of Durham is committed to:

1. The prevention of workplace injury and illness to all workers at Regional work locations.
2. The belief that contractor safety is compatible with the safety policy of the Region and is good business.
3. Assuming a leadership role by citing contractors for any violations of the Contract.

To ensure the Regional workplace is a healthy and safe working environment, contractors, constructors and sub-contractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act and any other legislation pertaining to employee health and safety.

For long term Contracts, or Contracts involving pre-selected contractors, the Region reserves the right to cancel (or place on probation) the Contract of any contractor who is charged and/or convicted of offences under the Occupational Health and Safety Act while carrying out any part of a project with the Region.

Contractor's Statement of Responsibility

As a contractor retained to perform work for the Region of Durham, I/we accept the following health and safety responsibilities:

I/we will comply with all procedures and requirements of the Occupational Health and Safety Act, Regional safety policies and procedures, department and site specific policies and procedures and all applicable legislation or regulations.

I/we will work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of the work.

For Contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we acknowledge possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory – Unaudited.

I/we will advise the Region if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the Contract and, upon request, will provide the Region with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

Company

Name of Person Signing for Company

Signature of Company

Date

Name of Company

RETURN UPON 5 DAYS OF THE REGION'S REQUEST

APPENDIX 'E'

SUBCONTRACTOR FORM

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'E'

SUBCONTRACTOR FORM

Sub-Trade Category	Proposed Subcontractor

APPENDIX 'F'

**CURRENT
DURHAM REGION TRANSIT FLEET
ASSIGNED TO THE WORK**

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

CURRENT DRT FLEET ASSIGNED TO THE WORK

Fleet number	Year	Projected retirement date	MAKE	MODEL	VIN
8179	2000	2018	Nova	LFS	2NVYL82P5X3000213
8180	2000	2018	Nova	LFS	2NVYL82P4X3000218
8324	2004	2022	NOVA	LFS	2NVYL82U643000108
8325	2004	2022	NOVA	LFS	2NVYL82U843000109
8326	2004	2022	NOVA	LFS	2NVYL82U443000110
8327	2004	2022	NOVA	LFS	2NVYL82U643000111
8328	2004	2022	NOVA	LFS	2NVYL82U843000112
8329	2004	2022	NOVA	LFS	2NVYL82UX43000113
8413	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV186C031161
8414	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV1X6C031162
8415	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV116C031163
8416	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV136C031164
8417	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV156C031165
8418	2006	2024	New Flyer	NFIL D-40LF	2FYD4FV176C031166
8438	2007	2025	New Flyer	NFIL D-40LF	2FYD4FV177C032626
8439	2007	2025	New Flyer	NFIL D-40LF	2FYD4FV197C032627
8440	2007	2025	New Flyer	NFIL D-40LF	2FYD4FV107C032628
8450	2008	2026	New Flyer	NFIL D-40LF	2FYD4FV118B033455
8457	2008	2026	New Flyer	NFIL D-40LF	2FYD4FV198B033462
8458	2008	2026	New Flyer	NFIL D-40LF	2FYD4FV108B033463
8459	2008	2026	New Flyer	NFIL D-40LF	2FYD4FV128B033464
8512	2011	2029	New Flyer	NFIL XD40	2FYD8FV14BC040020
8513	2011	2029	New Flyer	NFIL XD40	2FYD8FV16BC040021
8514	2011	2029	New Flyer	NFIL XD40	2FYD8FV16BC040022
8515	2011	2029	New Flyer	NFIL XD40	2FYD8FV1XBC040023
8534	2012	2030	New Flyer	NFIL XD40	2FYD8FV18CC040636
8535	2012	2030	New Flyer	NFIL XD40	2FYD8FV1XCC040637
8536	2013	2031	New Flyer	XD40	2FYD8FV16DC042886
8537	2013	2031	New Flyer	XD40	2FYD8FV18DC042887
8538	2013	2031	New Flyer	XD40	2FYD8FV1XDC042888
8979	2012	2030	ELDORADO	EZR	1N9MNAC62DC084030
8980	2012	2030	ELDORADO	EZR	1N9MNAC64DC084031
8981	2013	2031	ELDORADO	EZR	1N9MNAC61EC084120

APPENDIX 'G'

**PREVENTATIVE MAINTENANCE,
SERVICING AND CLEANING SCHEDULE
FOR
REVENUE SERVICE VEHICLES**

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'G'

ROUTINE SERVICING AND CLEANING - Minimum Requirements	
1	Complete exterior wash of vehicle after the completion of daily service and prior to entering service the following day including insides of rear outer wheels on a daily basis if the vehicle has been in service on the day. During extremely cold weather when temperatures drop to below -10 degrees Celsius the full exterior wash requirement may be waived on a specific day after discussion with DGM ME in lieu of having a clean windshield, driver's side window, entrance door glass and exterior mirrors, lights and license plates.
2	After each day in service, vehicle is to be fuelled, all fluid levels to be checked and topped up as required and action recorded, with hub-odometer reading taken, tires checked and general vehicle condition noted with irregularities reported. Note: This function does not replace or release from the obligation for the pre and post trip inspection to be performed by Revenue Service Vehicle operators in accordance with other requirements of the Contractor, Region or regulating authority.
3	Interior to have floor swept and/or vacuumed, mopped and loose debris from floor or other surfaces collected after each day in service and prior to commencing service on a following day
4	Spot clean, remove any dirt or other matter, including gum on any interior surface as part of item 2 above as required
5	Immediate attention to cleaning and sanitizing of vehicle incurring an unsanitary state (i.e. on board passenger personal accident)
6	Vehicle interior from top of window line and below to be washed and wiped weekly including but not limited to rear seat shelf, dash, interior window glass, seat surface, modesty panels, etc
7	Damaged or torn seat insert or upholstered surface to be repaired/replaced immediately
8	Burned out lights to be replaced immediately
9	Interior is to be kept clean from accumulation of snow, sand or ice
10	Vehicle interior upper area above window line to be cleaned and wiped monthly
11	Fumigation of vehicle interior if and as required on account of insect infestation compliant with appropriate health and safety requirements
12	Removal of graffiti promptly on an as-required basis
13	Cleaning as appropriate if necessary after mechanical or other repairs have been performed on the vehicle
14	Visually inspect and deploy ramp to ensure normal operation

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'G'

VEHICLE SPECIAL CLEAN

A vehicle that is special cleaned is defined as having the following items performed immediately prior to being operated in service, in special service or placed on display. The Contractor will be advised in advance of such a requirement when called upon.

1	Exterior washed including inner portion of outside rear duals
2	Floor swept and all loose debris collected from floor and all locations, including transfer waste
3	Gum, if any, removed from any surface
4	Floor mopped
5	Interior windows cleaned
6	Dash and rear parcel shelf wet-wiped and cleaned
7	Interior side walls, interior door panels and ceiling wet-wiped and cleaned
8	Interior inspected for graffiti, cleaned off if applicable
9	Stanchions wiped where necessary
10	Inspection of interior prior to dispatch by senior staff member

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'G'

MINOR INSPECTION - Minimum Requirements Every 10,000 kilometres and performed in a manner consistent with original equipment manufacturer standards and instructions, as and where applicable.	
1	Check air gauges for air system leaks; brakes on and off. From an engine start up time required minimum air pressure shall be achieved in less than five minutes
2	Check driver's dash side control panel for correct operation of all switches, gauges and tail lights and buzzer warning systems
3	Check interior and exterior lights including those in aisle, step well and header areas and where so equipped, transmission tower. Ensure correct alignment of headlights
4	Operate heaters, defrosters, fans, air conditioning (where equipped), windshield wipers and washers, signal chime, turn signal and high beam switches to check for correct operation.
5	Operate kneeling system including checking light and audible alarm (where so equipped)
6	Check operation of passenger chime (cord/push buttons/touchtape as applicable)
7	Operate wheelchair lift or ramp (where equipped) including checking light and audible alarm. Check fluid level where applicable.
8	Check interior and exterior mirrors and ensure manual and where applicable, automatic adjustment can be made by Revenue Service Vehicle operators.
9	Check for presence and condition of on-board special and safety equipment including fire extinguishers, first-aid kit, flares/reflectors, other tools, mobility aid securement devices and accessories (where equipped and all emergency over-ride switches. Test emergency stop feature and rear engine start switch and all system safety interlocks. Ensure correct operation of flip seats and securement hardware at mobility aid positions.
10	Check for operation of entrance and exit doors (including mechanical box component, wiring and connections, interlocks, touch bars or treadles (where so equipped), opening and emergency stop feature and rear engine start switch and all system safety interlocks. Ensure correct operation of flip seats for at mobility aid position.
11	Check linkages of steering, accelerator and transmissions
12	Check tires; inflate to manufacturer's recommended levels and replace valve caps
13	Check condition of wheels, wheel studs and torque value, retorquing as required
14	Clean air compressor, alternator and air cleaners
15	Lubricate and test shutters
16	Check cooling system for leaks and test anti-freeze. Antifreeze strength should be at minus 35 degrees Fahrenheit
17	Service batteries and clean battery tray
18	Remove and clean heater screens and change any air filters of the heating, ventilating or air conditioning system
19	Check and top up all fluids including transmission, differential, power steering, etc. noting any leaks or irregularities in lines and fittings. Check transmission and differentials breathers
20	Inspect Block heater cord and plug and clean connections
21	Test air connection fittings

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'G'

MINOR INSPECTION - Minimum Requirements Every 10,000 kilometres and performed in a manner consistent with original equipment manufacturer standards and instructions, as and where applicable.	
22	Check brake Blocks and cam position, adjusting manual slack adjusters, ensuring correct operation of automatic slack adjusters and check travel if so equipped, check disc brake pads, rotors, calipers, etc. if so equipped
23	Check for loose radius rod rubbers and engine motor mounts. Check driveshaft joints and stabilizer bar/rubbers for play and wear. Lubricate all chassis fittings and/or check operation of automatic vehicle lubrication system
24	Drain air tanks and collectors.
25	Inspect underbody for loose or chaffed air or hydraulic lines, and structural integrity
26	Inspect for loose or worn drive belts
27	Check operation of fast-idle feature
28	Inspect and test wheelchair lift or ramp if equipped and service
29	Inspect air-conditioning system if equipped
30	Inspect condition of mobility aid securement devices including belts and ensure all items are in a clean and serviceable condition
31	Test operation of destination signs
32	Inspect exterior of vehicle for damage or deterioration from the elements, including loose or missing hardware
33	Record all inspection results noted from above and make necessary repairs, component replacement or adjustment to effect correct and safe operation
34	Perform all of the items defined and listed under minor inspection and also:
35	Service air cleaner and intake ducts and screens
36	Lubricate all drive train items
37	Perform load test on electrical system
38	Inspect air conditioning system: refrigerant charge, hoses and tubing, and check for moisture
39	Inspect for cleanliness condenser coil, evaporator coil, return air filter, and understructure of vehicle for loose, hanging damaged or deteriorated lines
41	Inspect a/c compressor, compressor oil level, belt tension and clutch armature
42	Record all inspection results noted from above and make necessary repairs, component replacement or adjustment to effect correct and safe operation and performance in accordance with Original Equipment Manufacturer standards
43	Change engine oil and engine oil filter
44	Inspect and lubricate bicycle rack

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'G'

ADDITIONAL INSPECTION - Minimum Requirements Every 20,000 kilometres	
1	Perform all of the items defined and listed under ALTERNATE MINOR INSPECTION
2	Replace fuel filters and transmission oil filter and where equipped coolant filter and if required air cleaner element
3	Drain and replace engine oil
4	Secure engine oil for sampling and analysis
5	Service air dryer element
6	Clean, inspect and service wheelchair lift components including underfloor area
7	Inspect and service electronic farebox components as outlined by the Original Equipment Manufacturer

LEGISLATED STANDARDS	
1	Inspections shall be conducted as mandated by Legislated Provincial or Federal Standards in effect at the time and all routines and standards of vehicle fitness shall be so compliant. Such inspections may be performed concurrent with a kilometer based inspection outlined in this Schedule, however all items in both functions shall be addressed and recorded separately. The Annual Inspection generating a yellow MTO inspection sticker shall be performed every six months.
2	Records noting the actions taken shall be maintained and available for review by the Region's representatives and/or appropriate government representatives; i.e. Ministry of Transportation.

SUPPLEMENTAL INSPECTION/SERVICE	
1	The vehicle underbody and engine shall be steam cleaned (or cleaned through an approved equivalent method) no less than twice per calendar year. This function may be combined with any of the inspections listed above and coincident with this function any irregular observations found shall be recorded, reported and addressed
2	Wheels shall be repainted annually (i.e. outer visible surfaces) or more frequently if required. Pain colour shall match original equipment manufacturer colour.
3	The cooling and heating system shall be purged at least every two years to ensure optimum performance. This shall include the servicing and cleaning of defroster and heater units, checking for leaks, etc. and the replenishment of the system with a fresh mixture of anti-freeze meeting the concentration noted elsewhere. Ensure coolant systems of the vehicles are filled with anti-freeze and that all fuel-fired pre-heaters are properly maintained;
4	Annually between October 15 th and November 30 th winterization check of vehicle air system to preclude subsequent freeze ups in cold weather on account of moisture
5	The Contractor shall further perform all other original equipment manufacturer specified inspection, preventative maintenance and servicing functions at the frequency so defined as outlined in the OEM service manual.

APPENDIX 'H'

**PLANNED
BLOCKED REVENUE SERVICE TIME
FOR 2016**

Distributed separately
through the
Region's Bidding Website
at
www.durham.ca/purchasing

APPENDIX 'I'

**MINIMUM QUALIFICATIONS
OF
CONTRACTOR'S EMPLOYEES
FOR THE WORK**

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'I'

Revenue Service Vehicle Operators

- Grade 12 or equivalent
- Experience in driving heavy vehicles, preferably transit Revenue Service Vehicles
- Obtain and maintain a Class 'CZ' license
- Possess and maintain a clean driving abstract with the Ministry of Transportation of Ontario
- Experience in public relations and customer service
- Sound knowledge of the rules of the road and the Highway Traffic Act
- Ability to communicate effectively and in a courteous manner
- Ability to drive an urban transit Revenue Service Vehicle in a safe, defensive and responsible manner
- Possess a pleasant personality and the ability to deal with the public providing excellent customer service
- Be in good health and have the required eyesight to perform the duties of the Work
- Strong interpersonal skills

Transit Supervisors

- Community College diploma in a related field
- Transit experience in a supervisory capacity
- Class CZ license
- Knowledgeable in
 - Employment Standards Act;
 - Occupational Health and Safety Act;
 - Transit Operations;
 - MVA investigation and prevention;
 - Computer software related to transportation;
 - Collective Agreements;
 - Policies, practices, and standard operating procedures Routes and equipment;
 - First Aid and Cardiopulmonary resuscitation;
 - WHMIS;
- Interpersonal skills;
- Leadership skills;
- Strong team management skills;
- Strong communication skills;
- Strong conflict management skills;
- Computer software application skills;
- Organizational skills;
- Decision making skills;
- Public relations skills;
- Conduct accident investigations;
- Multi task and meet deadlines;
- Work in a stressful environment;
- Work independently;
- Tact and diplomacy.

THE REGIONAL MUNICIPALITY OF DURHAM
REQUEST FOR PROPOSAL NO. 1010-2016

APPENDIX 'I'

Mechanics

- Grade 12 or equivalent
- Experience in the repair and maintenance of Revenue Service Vehicle and equipment
- Experience with hydraulic/pneumatic systems and repairs
- Must hold a valid 310T Mechanic's license issued by the Province of Ontario
- Obtain and hold a valid Class 'CZ' license with a clean driver's abstract
- Working knowledge of solenoid controls, electrical circuits and equipment controls
- Motor vehicle legislated standards in Ontario
- Good verbal and written communication skills
- Problem solving skills
- Ability to communicate and report diagnosis and repairs
- Access and use computer based diagnostic tools and online resources
- Ability to use powered and manual hand tools and equipment
- Ability to follow legislated Health & Safety practices and procedures
- Ability to follow defensive driving practices when operating revenue and non-revenue vehicles and be capable of operating all such units in the fleet

Service Person

- Grade 12 or equivalent
- A minimum of one (1) year experience working in Transit maintenance
- Demonstrated experience following WHMIS guidelines
- Obtain and hold a valid 'CZ' licence
- Have a clean driver's abstract
- Good verbal and written communication skills
- Ability to use hand and power tools
- Ability to follow defensive driving practices when operating revenue and non-revenue vehicles and be capable of operating all such units in the fleet

Operator Trainer

- Three to five years related Health and Safety experience in the transit industry
- Possess a valid, unrestricted Class Driver's 'CZ' license for the last three years
- Knowledge of relevant safety policies, understand DRT Standard Operating Procedures and relevant legislation
- Thorough knowledge and understanding of Ontario Occupational Health and Safety, Workplace Safety and Insurance Act, Highway Traffic Act, Ontarians with Disabilities Act legislation and regulations related to Transit

APPENDIX 'J'

**2016
DURHAM REGION TRANSIT
SYSTEM MAPS**

Distributed separately
through the
Region's Bidding Website
at
www.durham.ca/purchasing

Find under the RFP document on the Drawings/Appendices tab

APPENDIX 'K'

**DURHAM REGION TRANSIT
NORTH SERVICES STRATEGY PILOT**

Distributed separately
through the
Region's Bidding Website
at

www.durham.ca/purchasing

Find under the RFP document on the Drawings/Appendices tab

Contract Extension

Standing Agreement C002594

Region of Durham
 605 ROSSLAND ROAD EAST
 PO BOX 623
 WHITBY ON L1N 6A3
 Phone: 905/668-7711
 Fax: 905/666-6210

Dispatch via Print

Primary Buyer CHERYL BISHOP	Page 1 of 4
Contract Begin Date: 01/01/2017 (mm/dd/yyyy)	Contract End Date: 12/31/2023 (mm/dd/yyyy)
Description: Transit Services For Region	Contract Maximum \$0.00

Supplier 0000036574
 PWTRANSIT CANADA LTD.
 1041 GREAT ST
 PRINCE GEORGE BC V2L 3N5
 CAN

******* CONFIDENTIAL *******

Line #	Supplier Item	Description	Durham Item No.	Approx Qty	UOM	Adj Price	Status
1		DRT - Blocked Revenue Service Hourly Rate - Regular	00000000000044203	399,300.00	HR	92.00000	
2		DRT - Blocked Revenue Service Hourly Rate - Statutory Holiday	00000000000044204	3,400.00	HR	108.75000	
3		DRT - Diesel Fuel For PWTransit Standing Agreement C002594	00000000000044205	5,000,000.00	EA	1.00000	

This Standing Agreement (Contract No. C002594) is for TRANSIT SERVICES FOR THE REGION OF DURHAM.

All in accordance with the terms, conditions and specifications of Request For Proposal RFP-1010-2016.

Vendor Contact: James Vine
 Telephone No.: 250-563-6665, Ext. 214
 Fax No.: 250-564-4901
 E-Mail: james@pgtransit.pwt.ca

Vendor Contact: Greg J. Nichols, Vice President, Transit
 Telephone No.: 250-563-6236
 E-Mail: gregn@corp.pwt.ca

Vendor Contact: David Wilson
 Telephone No.: 905-404-1115, Ext. 202
 Cell No.: 416-320-6811
 E-Mail: davidw@pwtransit.ca

CONTRACT DURATION

This Contract shall be in effect for a term of five (5) years from Contract execution.

The Region, at its sole discretion, may extend the Contract for up to two (2) additional one-year terms.

The Contract shall expire on the original expiry date, unless the Region exercises its option to extend the Contract by providing written notice to the Contractor. The notice shall set forth the precise duration of the extension.

The Region shall have the sole and absolute right to extend the term of the Contract for any or all optional extension terms identified in the Contract Documents (the Region will advise the Company of this in writing or by means of a change order to the Contract). Pricing for such extensions shall be in accordance with Pricing Provisions of the Contract. There is no automatic renewal option under this, or any other provision of the Contract.

PRICING PROVISIONS

Pricing Provision for Blocked Revenue Service Hourly Rate

Pricing Provisions, Blocked Revenue Service Hourly Rate as provided by the Company in the submitted Form of Proposal of this RFP shall be held firm for the first year of the Contract.

This document constitutes a "Standing Agreement" between the parties noted above whereby Durham Region agrees to purchase, as and when required, any or all of the goods or services listed above and the vendor agrees to sell such items for the prices shown. No obligation exists for Durham Region to purchase any or all of the goods or services listed in this "Standing Agreement" until a specific purchase order is issued. The terms and conditions included in the related tender/quotation apply to this agreement.

Standing Agreement C002594

Region of Durham
 605 ROSSLAND ROAD EAST
 PO BOX 623
 WHITBY ON L1N 6A3
 Phone: 905/668-7711
 Fax: 905/666-6210

Dispatch via Print

Primary Buyer CHERYL BISHOP	Page 2 of 4
Contract Begin Date: 01/01/2017 (mm/dd/yyyy)	Contract End Date: 12/31/2023 (mm/dd/yyyy)
Description: Transit Services For Region	Contract Maximum \$0.00

Supplier 0000036574
 PWTRANSIT CANADA LTD.
 1041 GREAT ST
 PRINCE GEORGE BC V2L 3N5
 CAN

*******CONFIDENTIAL*******

Tax Exempt? N Tax Exempt ID:

Currency Code : CAD

Line #	Supplier Item	Description	Durham Item No.	Approx Qty	UOM	Adj Price	Status
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For each subsequent year including extensions to the Contract, if a price increase is proposed by the Contractor, it shall not exceed the level of inflation using the Ontario, All-Items Consumer Price Index (CPI), Year over Year, published by Statistics Canada as available two months prior to the Contract anniversary date, and must be submitted to the Region's Purchasing Section, along with an assessment of current market indicators, by no later than sixty (60) days prior to the Contract anniversary date. The Region will accept or reject the proposed price increase within thirty (30) days, based on the assessment of the validity of current market indicators submitted. The proposed prices, if accepted by the Region, shall be held firm for that year. The Region reserves the right to reject the proposed price increase for any additional year if the percentage increase proposed is deemed by the Region to be excessive in nature.

Pricing Provisions for Diesel Fuel for Revenue Service Vehicles

Pricing Provisions, during the contract term including any extensions, prices of diesel fuel for Revenue Service vehicles shall be based in accordance with terms, conditions, process and procedures set out in Section 5, Article 5.09 - Fuel.

To Team PWT:

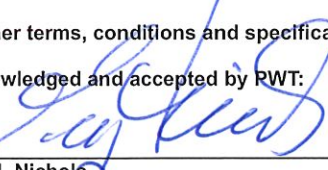
*** CHANGE NOTICE - NOVEMBER 23, 2021 ***

The purpose of this change notice dated November 23, 2021 is to reflect the changes both parties have agreed to as follows:

1. Extend this Standing Agreement (Contract No. C002594) for a two year term effective January 1, 2022 to December 31, 2023.
2. Pricing for January 1, 2022 to December 31, 2022 will be as follows:
 Line Item 1 (DRT - Blocked Revenue Service Hourly Rate - Regular) - \$92.00/Hr.
 Line Item 2 (DRT - Blocked Revenue Service Hourly Rate - Statutory Holiday) - \$108.75/Hr.
3. Pricing for January 1, 2023 to December 31, 2023 will be as follows:
 Line Item 1 (DRT - Blocked Revenue Service Hourly Rate - Regular) - \$93.38/Hr.
 Line Item 2 (DRT - Blocked Revenue Service Hourly Rate - Statutory Holiday) - \$110.38/Hr.

All other terms, conditions and specifications shall remain the same.

Acknowledged and accepted by PWT:



 Greg J. Nichols
 Vice President, Transit

*** CHANGE NOTICE - JANUARY 8, 2021 ***

The purpose of this change notice is to:

1. Increase Pricing on Line Items 1 and 2 effective January 1, 2021 to December 31, 2021 to reflect the September 2019 to September 2020 Ontario, All-Items Consumer Price Index (CPI), Year over Year, adjustment rate of 0.6% published by Statistics Canada as available two months prior to the contract anniversary date.

All other terms, conditions and specifications shall remain the same.

=====
 This document constitutes a "Standing Agreement" between the parties noted above whereby Durham Region agrees to purchase, as and when required, any or all of the goods or services listed above and the vendor agrees to sell such items for the prices shown. No obligation exists for Durham Region to purchase any or all of the goods or services listed in this "Standing Agreement" until a specific purchase order is issued. The terms and conditions included in the related tender/quotation apply to this agreement.

Standing Agreement C002594

Region of Durham
 605 ROSSLAND ROAD EAST
 PO BOX 623
 WHITBY ON L1N 6A3
 Phone: 905/668-7711
 Fax: 905/666-6210

Dispatch via Print

Primary Buyer CHERYL BISHOP	Page 3 of 4
Contract Begin Date: 01/01/2017 (mm/dd/yyyy)	
Contract End Date : 12/31/2023 (mm/dd/yyyy)	
Description: Transit Services For Region	Contract Maximum \$0.00

Supplier 0000036574
 PWTRANSIT CANADA LTD.
 1041 GREAT ST
 PRINCE GEORGE BC V2L 3N5
 CAN

******* CONFIDENTIAL *******

Tax Exempt? N	Tax Exempt ID:	Currency Code : CAD					
Line #	Supplier Item	Description	Durham Item No.	Approx Qty	UOM	Adj Price	Status

*** CHANGE NOTICE - FEBRUARY 10, 2020 ***

The purpose of this change notice is to:

1. Increase Pricing on Line Items 1 and 2 by 1.9% effective January 1, 2020 to December 31, 2020.

All other terms, conditions and specifications shall remain the same.
 =====

*** CHANGE NOTICE - FEBRUARY 22, 2019 ***

The purpose of this change notice is to:

1. Increase Pricing on Line Items 1 and 2 by 2% effective January 1, 2019 to December 31, 2019 as per agreement by DRT.

All other terms, conditions and specifications shall remain the same.
 =====

*** CHANGE NOTICE - JANUARY 16, 2018 ***

The purpose of this change notice is to:

1. Increase Pricing on Line Items 1 and 2 effective January 1, 2018 to December 31, 2018 to reflect the October 2016 to October 2017, All-Items Consumer Price Index (CPI), Year over Year, adjustment rate of 1.3% published by Statistics Canada as available two months prior to the contract anniversary date.

All other terms, conditions and specifications shall remain the same.
 =====

*** IMPORTANT ***

WHERE APPLICABLE, THE "APPROXIMATE QUANTITIES" LISTED NEXT TO EACH ITEM NUMBER ARE ANNUAL ESTIMATES ONLY. THIS IS NOT A RELEASE OF ITEMS AGAINST THE STANDING AGREEMENT. ACTUAL DELIVERY LOCATIONS WILL BE CONFIRMED WHEN ITEMS ARE RELEASED AGAINST THIS STANDING AGREEMENT.

RELEASES AGAINST STANDING AGREEMENTS
 ~~~~~

All Region of Durham locations may release goods and/or services provided under this Standing Agreement unless otherwise noted. When releases are made, a unique 10-character purchase order number must be obtained from the requesting location.

**ITEM ID**  
 ~~~~~

Where applicable, goods and services purchased regularly by the Region will have a Regional Part Number (Item ID). This Item ID, as well as your Vendor Part Number, MUST appear on all documents, including packing slips and invoices.

PRICING
 ~~~~~

Where pricing is unavailable at the time of ordering for goods and/or services covered under this Standing Agreement, pricing must be provided to the requesting location within three (3) days of delivery of goods/services or completion of work.

**INVOICING INSTRUCTIONS**  
 ~~~~~

This document constitutes a "Standing Agreement" between the parties noted above whereby Durham Region agrees to purchase, as and when required, any or all of the goods or services listed above and the vendor agrees to sell such items for the prices shown. No obligation exists for Durham Region to purchase any or all of the goods or services listed in this "Standing Agreement" until a specific purchase order is issued. The terms and conditions included in the related tender/quotation apply to this agreement.

Standing Agreement C002594

Region of Durham
 605 ROSSLAND ROAD EAST
 PO BOX 623
 WHITBY ON L1N 6A3
 Phone: 905/668-7711
 Fax: 905/666-6210

Dispatch via Print

Primary Buyer CHERYL BISHOP	Page 4 of 4
Contract Begin Date: 01/01/2017 (mm/dd/yyyy)	
Contract End Date : 12/31/2023 (mm/dd/yyyy)	
Description: Transit Services For Region	Contract Maximum \$0.00

Supplier 0000036574
 PWTRANSIT CANADA LTD.
 1041 GREAT ST
 PRINCE GEORGE BC V2L 3N5
 CAN

******* CONFIDENTIAL *******

Tax Exempt? N Tax Exempt ID:

Currency Code : CAD

Line #	Supplier Item	Description	Durham Item No.	Approx Qty	UOM	Adj Price	Status
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Original hardcopy invoices are to be delivered or mailed to:

The Regional Municipality of Durham
 Expenditure Management
 605 Rossland Rd E
 PO Box 710
 Whitby ON L1N 0A9

- Invoices must provide the unique 10-character purchase order number, complete description of goods/services, contact name and location of requesting department/location, date(s) goods/services were picked up or delivered, HST registration number and complete prices.
- For service or repair orders, a copy of the authorized work order should accompany the invoice. The invoice date must not pre-date the actual delivery or completion date.

Payment inquiries should be initially directed to the requesting department to ensure the requisition has been entered into the Region's Financial Information Management System and authorized for payment. If this has been confirmed, and more than 30 days has elapsed since the completion of the order, you should contact the Expenditure Management Division at 905-668-7711 and provide the unique 10-character purchase order number.

This document constitutes a "Standing Agreement " between the parties noted above whereby Durham Region agrees to purchase, as and when required, any or all of the goods or services listed above and the vendor agrees to sell such items for the prices shown. No obligation exists for Durham Region to purchase any or all of the goods or services listed in this "Standing Agreement" until a specific purchase order is issued. The terms and conditions included in the related tender/quotation apply to this agreement.

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If this information is required in an accessible format, please contact 1-800-372-1102 ext. 2097.

The Regional Municipality of Durham

MINUTES

DURHAM REGION TRANSIT EXECUTIVE COMMITTEE

Wednesday, June 8, 2022

A regular meeting of the Durham Region Transit Executive Committee was held on Wednesday, June 8, 2022 in the Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby, Ontario at 1:30 PM. Electronic participation was offered for this meeting.

1. Roll Call

Present: Commissioner Collier*, Chair
Commissioner Barton*, Vice-Chair
Commissioner Anderson*
Commissioner Carter*
Commissioner Drew*
Commissioner Mulcahy*
Commissioner Smith
Regional Chair Henry*
***denotes Commissioners participating electronically**

Also

Present: Commissioner Crawford*

Absent: Commissioner Pickles

Staff

Present: E. Baxter-Trahair, Chief Administrative Officer
W. Holmes, General Manager, Durham Region Transit
J. Austin, Deputy General Manager, Business Services, Durham Region Transit
D. Beaton, Commissioner of Corporate Services
M. Binetti, Transportation Service Design, Durham Region Transit
D. Dunn, Project Manager, Rapid Transit Implementation
L. Huinink, Director, Rapid Transportation & Transit Oriented Development, Office of the Chief Administration Officer
R. Inacio, Systems Support Specialist, Corporate Services – IT
A. Mak, Supervisor, Financial, Durham Region Transit
A. Naeem, Solicitor, Corporate Services – Legal Services
C. Norris, Deputy General Manager, Operations, Durham Region Transit
N. Taylor, Treasurer, Durham Region Transit, and Commissioner of Finance
P. Uthayakumar, Program/Project Manager, Durham Region Transit
N. Prasad, Assistant Secretary to Council, Corporate Services – Legislative Services
K. Smith, Committee Clerk, Corporate Services – Legislative Services

D) Durham Region Transit Advisory Committee (TAC) Terms of Reference
(2022-DRT-12)

Report #2022-DRT-12 from B. Holmes, General Manager, Durham Region Transit, was received.

Moved by Regional Chair Henry, Seconded by Commissioner Drew,

(23) A) That the revised terms of reference for the Transit Advisory Committee Policy included as Attachment #1 to Report #2022-DRT-12 of the General Manager, be approved; and

B) That a copy of Report #2022-DRT-12 be forwarded to the area municipalities for information.

CARRIED

E) Update Demand Response Service (2022-DRT-13)

Report #2022-DRT-13 from B. Holmes, General Manager, Durham Region Transit, was received.

Moved by Commissioner Mulcahy, Seconded by Commissioner Barton,

(24) That Report #2022-DRT-13 of the General Manager be received for information.

CARRIED

8. Advisory Committee Resolutions

There were no advisory committee resolutions to be considered.

9. Confidential Matters

A) Confidential Report of the General Manager – Matters Subject to Labour Relations/Employee Negotiations and Advice Subject to Solicitor-Client Privilege with Respect to DRT Collective Bargaining Update (2022-DRT-14)

Confidential Report #2022-DRT-14 from B. Holmes, General Manager, Durham Region Transit, was received.

Moved by Commissioner Mulcahy, Seconded by Commissioner Smith,

(25) That the recommendations contained in Confidential Report #2022-DRT-14 of the General Manager, Durham Region Transit, be adopted.

CARRIED

10. Other Business

There was no other business to be considered.

11. Date of Next Meeting

The next regularly scheduled Durham Region Transit Executive Committee meeting will be held on Wednesday, September 7, 2022 at 1:30 PM in the Council Chambers, Regional Headquarters Building, 605 Rossland Road East, Whitby.

12. Adjournment

Moved by Regional Chair Henry, Seconded by Commissioner Barton,
(26) That the meeting be adjourned.

CARRIED

The meeting adjourned at 2:25 PM

Respectfully submitted,

S. Collier, Chair

K. Smith, Committee Clerk

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MEMORANDUM OF AGREEMENT

BETWEEN:

DURHAM REGION TRANSIT COMMISSION

(the "Commission")

- and -

UNIFOR, LOCAL 222

("Unifor")

-and-

PWTRANSIT Canada Ltd.

("PWT")

WHEREAS the Commission and Unifor ratified a collective agreement on August 24, 2022 with a term of March 1, 2021 to February 28, 2025 (“Commission Collective Agreement”);

AND WHEREAS the Commission Collective Agreement includes a Letter of Understanding (LOU) regarding On Demand Services, which was not to be expressly incorporated in the Commission Collective Agreement;

AND WHEREAS the LOU states that the Commission shall contract-in all scheduled services into the bargaining unit upon the expiration of the third-party contract and the Commission shall fully-contract out demand response services (i.e. all specialized services and on demand services) during the life of the Commission Collective Agreement;

AND WHEREAS the Commission anticipates onboarding an additional 35 full-time equivalent (“FTE”) positions into the bargaining unit as a result of contracting out demand response services;

AND WHEREAS it is understood that these 35 FTE positions will be a combination of part-time and full-time positions and subject to budget approval from Regional Council;

AND WHEREAS the third-party contract between the Commission and PWT has employees who are represented by Unifor;

AND WHEREAS PWT and Unifor ratified a Collective Agreement on March 19, 2023 with a term of October 22, 2022 to January 31, 2024; for which the Commission is not a party to or subject to;

NOW THEREFORE the parties agree as follows with respect to contracting-in all scheduled services:

1. In anticipation of contracting out demand response services, the parties agree that the Commission will recruit from the pool of PWT employees who are providing services to the Commission as of the date this Agreement is executed by all parties in order to staff the additional 35 FTE positions noted herein.

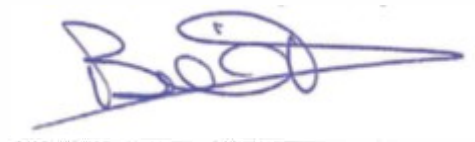
2. The Commission will post an expression of interest process (“EOI process”) for those PWT deemed eligible to apply by no later than June 30, 2023. PWT employees will be deemed eligible to apply if they have not been previously employed and terminated by the Commission, have no more than 4 demerit points on their driver abstract and have no active discipline on file with PWT of three day/shift suspension or more. To that end, the parties agree that PWT shall validate in writing whether the EOI process applicants are deemed eligible according to these criteria. PWT shall also notify the Commission if an EOI process applicant has a suspension on record that is less than three days/shifts and shall advise the Commission of the nature of that discipline, which includes providing a copy of the disciplinary letter on record. The Commission shall determine, at its sole discretion, if the applicant is still deemed eligible for the EOI process after reviewing the nature of the suspension/s on record that is less than three days/shifts.
3. Eligible PWT employees who apply to the EOI process will be offered employment by the Commission provided they have the requisite skills and abilities required of the available positions. Skill and ability shall be determined using the following recruitment tools:
 - a. Resume review to ensure applicant meets the skills requirements for the applicable position at the Commission;
 - b. Completion of the Vitals and Core assessments; and
 - c. interview with management.
4. PWT employees who are offered employment shall commence their employment in staggered time frames ranging from January 1, 2024, and June 30, 2024. The Commission may expedite or extend this time frame where operationally necessary and shall notify the parties of any such change.
5. Employees of PWT hired by the Commission through the EOI process stipulated herein will be considered new employees of the Commission, without recognition of seniority, and shall be deemed solely subject to the terms and conditions of the Commission Collective Agreement and will

forgo their rights under the Collective Agreement between PWT and Unifor upon commencement of employment with the Commission.

6. PWT employees hired in accordance with the EOI process stipulated herein, shall be granted a retroactive seniority date of June 30, 2023 and their PWT seniority shall be solely utilized to determine their order on the Commission's seniority list for all those PWT employees granted a June 30, 2023 seniority date. Despite their seniority date, PWT employees service start date with the Commission will be deemed the start date for the commencement of their probationary period pursuant to Article 7.05 of the Commission Collective Agreement and vacation pursuant to paragraph 7 below. It is understood that DRT employees hired outside of the EOI process after June 30, 2023 whose seniority will be impacted by this provision shall be advised of such in writing in their offer of employment.
7. Employees hired by the Commission through the EOI process stipulated herein shall have their PWT service (inclusive of Coach Canada service previously recognized by PWT, hereinafter referred to as "PWT total service") recognized for the sole purpose of determining their initial vacation entitlements pursuant to Article 40 of the Commission Collective Agreement. Upon commencement of service with the Commission, it is understood that movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. Despite the foregoing, where a PWT employee with more than 10 years of PWT total service is initially employed as a part-time employee with the Commission, their PWT total service shall be recognized if they transfer to full-time status for determining their initial full-time vacation entitlement pursuant to Article 40 of the Commission Collective Agreement, which shall be prorated in the first year of transfer. Upon commencement of full-time employment with the Commission, it is understood that further movement along the vacation grid pursuant to Article 40 will solely be determined by their service date with the Commission. PWT and Unifor agrees that PWT will continue to comply with and remain subject to its existing service contract with the Commission until its expiration date on December 31, 2023 unless otherwise agreed by PWT and the Commission in writing.

8. In consideration of the anticipated offers of employment to eligible and qualified PWT employees, Unifor and PWT agree that there has no sale of business or assets from PWT to the Commission and therefore no party to this agreement shall file an application with the Ontario Labour Relations Board or Ministry of Labour declaring the Commission and PWT a related and/or successor employer pursuant to the *Labour Relations Act* or declaring a sale of business pursuant to the *Employment Standards Act*. Further, it is expressly understood that PWT and Unifor shall release, indemnify and hold harmless the Commission and its agents from any claim, liability or obligations arising from: 1) the termination or lay-off of any PWT employee who does not secure employment with the Commission, 2) PWT employees who do not accept an offer of employment from the Commission; and/or 3) employment with PWT.
9. If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.
10. It is understood that this Agreement shall not supersede any provision of the Commission's Collective Agreement and/or the LOU regarding On Demand Services unless expressly noted herein.
11. This Agreement may be executed in several counterparts and exchanged via facsimile or email PDF, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.

For the Commission



William Holmes, General Manager
Durham Region Transit
May 30, 2023


For Unifor



Jeff Gray, President
Unifor Local 222
May 30, 2023

Names (Printed) and date

For PWT

 _____

James Vine Vice President,
Transit

May 25, 2023 _____

Names (printed) and Date

 _____

Ian Sinnott, Chairperson
Unifor Local 222 May 30, 2023

Names (Printed) and date