



THE CORPORATION OF THE TOWN OF COBOURG
 PROPOSAL RECEIPT LABEL

THIS LABEL MUST BE SECURELY ATTACHED TO THE FRONT OF THE SEALED
 ENVELOPE CONTAINING THE PROPOSAL.

ALL PROPOSALS MUST BE RECEIVED AT:

LEGISLATIVE SERVICES, 55 King Street West, Cobourg ON K9A 2M2 905-372-4301

COMPLETED BY DEPARTMENT ISSUING PROPOSAL	
PROPOSAL NUMBER:	CO - 24 -05 –TRN
PROPOSAL NAME:	2024 Transit Operations Contract
CLOSING DATE:	Tuesday, March 26, 2024
CLOSING TIME:	2:00 P.M.

COMPLETED BY COMPANY SUBMITTING PROPOSAL	
SUBMITTED BY:	
COMPANY CONTACT:	
COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	

LEGISLATIVE SERVICES USE ONLY		
PROPOSAL RECEIPT:		
DATE:	TIME:	INITIALS:

LEGISLATIVE SERVICES USE ONLY			
PROPOSAL OPENING:			
DATE:	TIME:	INITIALS:	INITIALS:

By-law 016-2012, Purchasing Policy (est March 19, 2012)
 Part 7.1, Section 7, RETURN RECEIPT OF COMPETITIVE BID DOCUMENTS, Purchasing Policy,
 "All Proposal bids will be issued from and received at the office of the Municipal Clerk, located at the
 Main Floor of Victoria Hall, 55 King Street West, Cobourg, Ontario K9A 2M2,
 using the appropriate label or envelope as provided in bid package."

THE CORPORATION OF THE TOWN OF COBOURG



REQUEST FOR PROPOSAL

INTRODUCTION

The Town of Cobourg (the “Town”) is inviting qualified proponents to submit proposals for Transit services, including Comingled Conventional and Specialized services.

CLOSING

Proposals shall be submitted no later than **2:00 pm, Tuesday, March 26, 2024** and shall be received at the following address:

Brent Larmer
Municipal Clerk/Director of Legislative Services
Corporation of the Town of Cobourg
Victoria Hall, 55 King Street West
Cobourg, Ontario K9A 2M2

QUESTIONS

Any questions regarding this Request for Proposal should be submitted via email by 4:00 p.m. on March 12, 2024 and addressed to:

Renee Champagne
Transportation Supervisor
Email: RChampagne@cobourg.ca

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- Appendix A – Cover Sheet
- Appendix B – Acknowledgements
- Appendix C – Pricing
- Appendix D – Sub-Contractors
- Appendix E – Similar Work Experience and References
- Appendix F – Fuel Escalation Clause (Proponent Vehicles)
- Appendix G – Performance Standards and Liquidated Damages

ATTACHMENTS

- 1 – Draft Service Agreement
- 2 – Cobourg WHEELS Policy
- 3 – Cobourg Transit Stop Locations (Physical and Virtual)
- 4 – Current Fare Structure

1. INSTRUCTIONS TO PROPONENTS

1.1. SUBMISSION DETAILS

One (1) original proposal as well as a digital (PDF), shall be submitted no later than **2:00 pm, Tuesday, March 26, 2024** and shall be received at the following address:

**Mr. Brent Larmer
Municipal Clerk/Director of Legislative Services
Corporation of the Town of Cobourg
Victoria Hall, 55 King Street West
Cobourg, Ontario K9A 2M2**

The time registered on the Town of Cobourg wall clock will be considered the official time when determining the exact time of submission.

Proposals must be submitted in a sealed envelope and must clearly identify the name of the company, address of the company, and the statement:

“Request for Proposal 2024 Transit Operations Contract”

Proposals must be submitted on the attached forms located in the Appendices. Proposals must not be restricted by a statement added to the Proposal form, or by a covering letter, or by alterations to the Proposal forms supplied, unless otherwise provided herein.

1.2. MODIFICATION OF BIDS

Modifications to bids already submitted will be allowed if submitted in writing prior to the time fixed in the Request for Proposals.

The Town of Cobourg reserves the right to waive irregularities and to reject any or all bids. The Town of Cobourg also reserves the right to negotiate with the selected Proponent in the event that the price exceeds available funds.

1.3. PUBLIC OPENING

There will be a public opening for this Request for Proposal at 55 King Street West, Cobourg, immediately following the RFP closing to acknowledge receipt of submitted proposals. Bid prices will not be read out loud.

1.4. MANDATORY REQUIREMENTS

The Town is seeking proposals from Proponents who are both interested and capable of supplying the goods/services. The onus is on the Proponent to demonstrate their knowledge, understanding and capacity to supply the goods/services. The detail and clarity of the written submission will be indicative of the Proponent’s expertise and competence.

1.4.1. Site Meeting

Proponents who intend to bid on the 2024 Transit Operations Contract shall attend a mandatory site meeting at the following locations:

- 1) 390 King St W., Cobourg

The site meeting shall commence at 390 King Street West at 10:00 a.m., Wednesday, March 6, 2024

1.4.2. Appendices

The Proponent shall fill out and submit with their proposals the following mandatory forms:

- Appendix A “Cover Page”
- Appendix B “Acknowledgements” – acknowledge the correct number of addenda received and provide signing authority.
- Appendix C “Pricing” - complete this Appendix, providing all pricing information, as requested.
- Appendix D “Sub-Contractors” – provide a complete list of all sub-consultants to be used in the provision of the goods/services.
- Appendix E “Similar Work Experience and References” - provide a minimum of three references with related project experience that can be contacted by Town staff. References must be recent within five years. The Proponent must provide details about the goods/services provided.
- Appendix F “Fuel Escalation Clause (Proponent Vehicles)” – provide the cost per litre at the time of bid submission in accordance with <https://www.ontario.ca/motor-fuel-prices/> for Southern Ontario.
- Appendix G “Performance Standards and Liquidated Damages”

1.4.3. Proposal Deposit

Each Proponent shall include a proposal deposit in the form of a certified cheque or proposal bond in the minimum amount defined below, made payable to the Town, as a guarantee for the execution of the Contract. The proposal deposit shall be based upon the contract value of the first year of operations (Table 1: 2024 total)

Total Contract Amount	Minimum Deposit Required
\$ 20,000.00 or less	\$ 1,000.00
20,000.01 to 50,000.00	2,000.00
50,000.01 to 100,000.00	5,000.00
100,000.01 to 250,000.00	10,000.00
250,000.01 to 500,000.00	25,000.00
500,000.01 to 1,000,000.00	50,000.00
1,000,000.01 to 2,000,000.00	100,000.00
2,000,000.01 and over	200,000.00

The Proposal deposits of all but the two (2) best scoring Proposals will be returned within ten (10) days after the date of opening tenders. The Proposal deposits of the two (2) best scoring Proposals will be retained until a Proposal has been accepted and the Performance Security and the other documents required herein have been furnished to the satisfaction of the Solicitor and the Owner, save that if a Proponent has not been requested by the Owner to execute the Agreement within 90 days after the date of opening proposals or if the Town has not issued to the Proponent a written order to commence work within the said 90 days, his/her bid deposit will be returned, except as otherwise provided herein.

After the execution of the Contract and the receipt by the Owner of the Performance Security the bid deposit of the successful Proponent will be returned.

If either of the above-mentioned two (2) best scoring Proponents has not been notified within 90 days after the date of opening proposals that his/her proposal has been recommended to the Owner for acceptance, he/she may apply to the Owner for the return of his/her bid deposit. Unless otherwise determined by the Owner, the bid deposit of one of the said two (2) best scoring Proposals (normally the one who submitted the second-best scoring Proposal) will be returned when so applied for. The tender deposit of the other Proponent will be retained or returned by the Owner as provided for elsewhere in this Clause.

The Owner may, in its discretion:

- a) cash a Proposal Deposit cheque or qualify a Proposal Deposit bond and deposit the proceeds to its account, without prejudice to the ultimate disposition of such Proposal Deposit as provided for herein; or
- b) return a Proposal Deposit to a Proposed Proponent at an earlier time than provided for herein; or
- c) return a Proposal Deposit to a Proponent on receipt from the said Proponent of an alternative security acceptable to the Owner in lieu of the said Proposal Deposit; and no such action shall prejudice the validity of the Proposal to which such Proposal Deposit relates.

Except as otherwise herein provided the Proponent guarantees that if his/her Proposal is withdrawn before the Owner shall have considered the Proposals or before or after he/she has been notified that his/her Proposal has been recommended to the Owner for acceptance or that if the Owner does not for any reason receive within the period of ten (10) days as stipulated and as required herein, the Agreement executed by the Proponent, the Performance Security executed by the Proponent and the surety company and other documents required herein, the Owner may retain the Proposal Deposit for the use of the Owner and may accept any Proposal, advertise for new Proposals, negotiate a Contract or not accept any Proposal as the Owner may deem advisable.

1.4.4. Proof of Ability to Provide Performance Security

The Proponent shall include with their submission, proof of their ability to provide performance security in the form of a letter of confirmation from the proponent's principal bank confirming that the Proponent has the financial capacity and credit worthiness necessary to obtain a Letter of Credit or certified cheque in the amount of \$50,000.00 prior to execution of the contract.

1.4.5. Proposal Requirements

The Proponent shall provide two (2) hard copies and one digital copy (PDF) on USB to the Town; proposals shall be clearly laid out to address the items listed below.

Table of Contents

Section 1 - Understanding of the Scope of Work:

- Develop a narrative demonstrating the Proponent's clear understanding of the objectives and expected deliverables of the Work.
- Detail any assumptions the Proponent has made preparing the Proposal.
- Include any other services that may be deemed necessary and not identified in the Scope of Work.

Section 2 – Organizational Capability and Demonstrated Procedures

Identify the size, location, number of years in business, number of employees of the company proposed to be directly involved in the provision of on demand and fixed route public transit services. Define the organizational structure of the company, clearly identifying to whom and where key personnel report in the corporate structure and illustrate same in an Organizational Chart.

Utilizing a time-task matrix, illustrate the estimated minimum hours projected weekly to provide the functions of:

- overall management;
- customer service, dispatch and radio monitoring at the base station;

- on-road supervision;
- full-time and part-time on-site management, dispatch, training, administration; and,
- bus operations, including bus operators.

Identify policies, procedures, and tools in place for monitoring, reporting, route management, driver management, and service management for on-time performance requirements.

At a minimum, the Proponent shall provide a brief overview of the following company policies and procedures:

- Comprehensive Training Program
- Complaint Resolution Plan
- Performance Management Plan
- Service Continuity Plan

The full policy and/or procedure can be included as an appendix to the RFP.

The proponent is not limited to the above noted policies, plans, programs or procedures and is encouraged to provide a list of additional relevant practices that are in place and include a copy within an appendix such as:

- Human Resources Plan
- Employee Recruitment and Retention Plan
- Labour Relations and Labour Disruption Plan
- Uniform and Appearance Standards
- Emergency Operations Plan
- Accident Investigation Plan
- Risk Control Plan

The Proponent, as needed throughout the term of the contract, shall update all programs, plans, policies and procedures to maintain relevancy and/or at the request of the Town.

Section 3 – Start Up and Transition Plan

Provide a description of how the Proponent will ensure operations commence within three (3) months of notification of contract award. The proposed start-up activities are to be included in the form of a GANTT chart, including timelines for the completion of specific tasks.

Identify when the Proponent anticipates requiring access to the Town's facilities and the anticipated duration of time to commence transition activities.

Identify any supports the Proponent will supply to ensure no interruptions to service

during the transition of services.

Identify any other relevant attributes as well as risk mitigation plans that will ensure a seamless transition of services.

In addition, the Proponent should include a description of how the Proponent will work with the Town at the end of the contract to ensure a seamless transition of transit service.

The proposed end of contract transition activities are to be included in the form of a GANTT chart, including timelines for the completion of specific tasks.

Start-up and Transition Plan will form part of the Service Agreement upon review and approval by the Town.

Section 4 – Key Personnel and Staff Qualifications:

Key personnel shall include, at minimum, General Manager, Operations Supervisor and other personnel. The Town shall retain the right to approve or request removal of key personnel proposed by the Proponent at any time.

The Proponent shall submit information on key individuals that will be undertaking this Work. This information should highlight how the various individuals will be involved in the Contract and their relevant experience. Include relevant team CV's as an appendix.

If a sub-consultant/contract is to be utilized, this information should also be supplied on the Forms provided.

General Manager

The Proponent shall provide contract management through a General Manager at a level and capability sufficient to oversee and manage all activities associated with every aspect of this Scope of Work and the resulting Contract. The principal function of the General Manager shall be to supervise and provide expertise in all transit operations. The General Manager will work cooperatively with the Town in assuring service quality. In the event that the General Manager is unavailable, the Proponent must also propose an alternate.

Minimum Qualifications: The General Manager shall have a minimum of five (5) or more years of recent (within the past seven years) direct successful experience as a manager supervising and running a transit operation of similar size and scope.

The Town reserves the right to approve the qualifications of any General Manager proposed by the Proponent, and to provide input to the Proponent as appropriate.

Operations Supervisor

The Proponent shall provide operations management through an Operations Supervisor at a level and capability sufficient to oversee its functions and employees. The principal function of the Operations Supervisor will be to oversee the operations division and employees. In the event that the Operations Supervisor is unavailable, the Proponent must also propose an alternate. Either the Operations Supervisor or alternate, must be available twenty-four hours per day and seven days per week. The Town will strive to only contact the Proponent during regular operating hours; however, under extenuating or emergency circumstances, there may be a requirement to contact the Proponent outside of regular operating hours. Contact information shall include email addresses, office phone numbers and cell phone numbers. All contact information to be provided following Contract award.

The Operations Supervisor shall be the Town's primary contact.

Minimum Qualifications: The Operations Supervisor shall have a minimum of three (3) or more years of recent (within the past five years) direct successful experience in an Assistant General/Operations Supervisor capacity managing a transit operation of similar size and scope.

Bus Operators

The Proponent shall ensure that sufficient bus operators are employed and assigned to the Town of Cobourg's transit service at all times. The number of bus operators must include enough drivers to cover Staff vacation time, sick time, breaks, shift changes, or any leave and shall ensure that at least one (1) driver is scheduled to be on-call during all hours of revenue service in case of employee absenteeism. The Proponent shall, upon request of the Town, provide a list of available contracted bus operators.

Minimum Qualifications:

- All bus Operators must be employees (full or part time) of the Proponent.
- All bus Operators must have the ability to effectively read, write and speak English.
- All bus Operators must have the licensing requirements to operate the fleet provided.
- All bus Operators must have driving records that qualify them to operate public transit/for hire services under Federal, Provincial and local regulations and acceptable to the Town.
- All bus Operators must have Accessibility for Ontarians with Disabilities (AODA) customer service training and have sensitivity to passenger needs.
- All bus Operators must have the ability to resolve complaints and problems as required.

The Town shall retain the right to approve or request removal of any bus operators

proposed by the Proponent at all times and for whatever reason, particularly for customer service related issues.

Section 5 - Experience:

The Town intends to administer this Contract at arms-length but requires minimum performance characteristics of the Proponent's Key Personnel and Management Staff. The firm shall have five (5) or more years of recent (within the past seven (7) years) and relevant experience in providing public transit bus service similar in size, scope and complexity to the Work described in this Scope of Work.

- Provide a minimum of three (3), maximum of five (5) selected contract references. Information should provide details on past contracts the Proponent has been involved with that are similar to the project and demonstrate the Proponent's suitability.
- Each reference shall contain the following:
 - Name of the company/agency, contact person and position
 - Phone number and email address of contact person
 - Duration of the services provided and start/end of contract
 - Scope of the contract (number of routes/buses/operating hours/On Demand etc.)

Section 6 - Cost:

The Proponent shall fill out and submit the attached Appendix C. Rates shall be annual from the contract commencement date.

Table 1: The Proponent is required to identify the hourly rates associated with each Item. Rates within Table 1 shall be utilized for Cobourg Transit revenue service hours for on-demand services and limited fixed route pilot.

Item 1.1: The hourly rate to be provided is for all costs associated with bus operators and their scheduled shifts including but not limited to fueling, vehicle checks and inspections, and all other deadhead driving time for time spent driving Town owned vehicles.

The Proponent shall be compensated for one (1) hour at Item 1.1 hourly rate for each shuttle service to drop off and pick up a Town owned vehicle from the designated maintenance facility i.e.. one hour payment is equivalent to one round trip.

Item 1.2: The hourly rate to be provided is for all costs associated with bus operators and their scheduled shifts including but not limited to cleaning, fueling, vehicle checks and inspections, and all other deadhead driving time for time spent driving Proponent owned vehicles.

Item 1.3: The hourly rate to be provided is for all costs associated with labour, materials,

and equipment necessary to provide dispatch services during all hours of Cobourg Transit operations.

Item 1.4: The hourly rate to be provided is for all costs associated with labour, materials, and equipment necessary to provide any administrative services required by the Town, customer service, cleaning, and general management during minimum operating hours of (Mon-Fri 8:30am-4:30pm). This line item shall include the costs of the Proponent supplying an administrative facility should they choose not to utilize the Town facility. Town vehicles must still be stored indoors at 390 King St West.

Table 2: The Proponent is required to calculate the annual costs associated with the estimated number of hours utilizing the hourly rates from Table 1. The estimated number of hours are on an annual basis from the contract start date.

Item 2.1 Driving Time (Town Owned Vehicles): The estimated annual hours provided are based on revenue service hours for when all buses are currently and proposed to operate (see Section 2.1.5). Until the Town's additional two buses are delivered (anticipated early 2025), driving time for Town owned vehicles are estimated to be two thirds (2/3) of total service hours given that the Town currently owns two vehicles and generally require three vehicles for operation.

Should the limited fixed route become a permanent operation, annual rates will apply to actual operational hours worked. 2025 and beyond hourly estimates **do not** include the 2,080 for the fixed route on the bid form.

Item 2.2 Driving Time (Proponent Owned Vehicles): The estimated annual hours provided are based on revenue service hours for when the Proponent's buses are required to be utilized due to Town owned buses not being available. Until the Town's additional two buses are delivered (anticipated early 2025), driving time for Proponent vehicles are estimated to be one third (1/3) of total service hours given that the Town currently owns two vehicles and generally require three vehicles for operation. Once the Town's additional two buses are delivered the number of Proponent's Owned Vehicles shall be reduced to one.

Following delivery of the Town's additional vehicles (est. 2025), one of the Proponent's vehicles will typically be utilized as a spare/back-up vehicle.

Item 2.3 Dispatch Service: The Proponent shall provide dispatch services for all revenue hours outside of regular office hours. The proponent shall specify the number of hours proposed for dispatch service based on their proposed regular office hours. The Town reserves the right to modify the dispatch hours at any time with sufficient and agreed upon notice.

Item 2.4 Administration: The estimated annual hours provided are based on a minimum of 40 hours per week (ie. Mon-Fri 8:30am-4:30pm). The Proponent shall specify the number of hours proposed for regular office hours.

Item 2.5 Start Up: This lump sum item to be paid in 2024 shall include all costs associated with and identified in the start up/transition plan including meetings with the Town, training, uniforms, equipment, facility set up, etc.

1.5. PROPOSAL INQUIRIES

All inquiries should be written and directed to the following contact by 4:00 p.m. March 12, 2024:

Renee Champagne
Transportation Supervisor
Email: RChampagne@cobourg.ca

2. TERMS OF REFERENCE

2.1. BACKGROUND

The Town of Cobourg is a lakeside community (population 20,500) located on the north shore of Lake Ontario halfway between Toronto and Kingston. Cobourg has been recognized multiple times by MoneySense Magazine as "One of Canada's Best Places to Live" in populations under 25,000.

Founded in 1798, we are rich in heritage offering a vibrant downtown, sophisticated small town atmosphere and renowned waterfront that serves as a popular getaway destination.

As the largest town in Northumberland County, we are personified by historic Victoria Hall, host a \$27.4 million community centre, an educated and skilled labour force, flourishing commercial sector and supportive municipal government.

Cobourg is an award-winning community and have received the Federation of Canadian Municipalities Sustainable Communities Award, accolades from the Accessibility for Ontarians with Disabilities Act Alliance, and multiple heritage, environmental, and event awards.

Cobourg Transit currently operates an on-demand comingled conventional and specialized transit service within the corporate limits of the Town of Cobourg through one contract including vehicle maintenance requirements. The Town is moving to two (2) operations contracts to separate vehicle maintenance from transit operations. The successful Proponent shall be required to coordinate with the Vehicle Maintenance Proponent for vehicle transportation and scheduling.

2.1.1. Term of Contract

The term of the agreement is to be for a period of three (3) years, with an option in favour of the Town to extend the agreement on the same terms and conditions for two additional two (2) year terms.

The selected proponent must be able to commence service within three (3) months of notification of contract award.

For the first three years of the contract, the pricing will be fixed as per proponents submission. Upon the renewal for the fourth through sixth years, the Town may consider price adjustments for each Renewal Term. Price Adjustments will be determined by taking the average increase of the previous three years of the CPI Index for Ontario Region and applying it to year three, four and five rates.

2.1.2. Scheduling Software

The on-demand service is operated utilizing RideCo scheduling software and customer management system. The Town will maintain an operations contract with RideCo, independent of the Proponent's contract. Scheduling software training will take place virtually before commencing operations and onsite training for dispatching staff and drivers for the first 2-3 days of commencing service. The Town shall be responsible for the costs associated with the RideCo training.

2.1.3. Dispatch Service

Currently the Town's Proponent utilizes dispatch services of Southland Transportation, a division of Pacific Western Transportation (PWT) on weekends and evenings. The Proponent may choose to negotiate hourly rates with Southland Transportation PWT to continue with these services or shall provide their own customer service/dispatch employees or sub-contracted services, as approved by the Town. Sub-contractors shall be listed in Appendix D. Should training be required for dispatch services, the Town will be responsible for the training costs.

2.1.4. Fleet

The Town owns a fleet of three (3) fully accessible transit buses as follows:

- One (1) 30' 2017 Vicinity (diesel)
- One (1) 2017 8m Arboc Spirit of Freedom (diesel)
- One (1) 2020 8m Arboc Spirit of Freedom (gasoline)



Arboc Spirit of Freedom



2017 Vicinity

In 2022, the Town has ordered the following additional buses that are slated to arrive late 2024 or early 2025:

- Two (2) 8m Arboc Spirit of Freedom (gasoline)

In February 2024, the Town ordered the following additional buses that are slated to arrive late 2025:

- Two (2) 8m Arboc Spirit of Freedom (gasoline)

One of the above vehicles will replace the 2017 Arboc (diesel) noted above.

2.1.5. Hours of Service

On a daily basis, Cobourg Transit currently operates with up to three (3) vehicles operating approximately 13,221 annual hours.

The transit service operates during the following hours:

Monday to Friday 6:15 am to 9:00 pm

- Typically 3 buses between 6:15am to 7:45pm, 1 bus from 7:45pm to 9:00pm

Saturday 8:15 am to 6:45 pm

- Typically 3 buses from 8:15am to 1:30pm, 2 buses from 1:30pm to 6:45pm

Sunday 8:45 am to 3:45 pm

- Typically 2 buses during service operating hours

Holiday Schedule

The Town reserves the right to operate transit service as deemed appropriate in conjunction with holiday schedules with one (1) weeks' notice to the Proponent. Days of Operation are noted in the Draft Agreement Attachment 1.

Cobourg Transit currently offers service on all statutory holidays except for New Years Day, Good Friday, Thanksgiving Day, and Christmas Day, although this is subject to change during the course of the contract.

The Proponent shall provide service during all established hours. Hours and days of operation as well as number of buses in service are subject to change at the Town's discretion with a fair and agreed upon notice period.

Limited Fixed Route Hours of Service:

The Town will be piloting a 1 hour round trip fixed route option that would be operated using the 2017 Vicinity bus (in addition to up to three (3) smaller vehicles). It is anticipated that the operational hours for this one route would be during peak hours of Monday to Friday from 9:00am to 5:00pm. The pilot will run for a one (1) year period (2,080 revenue hours) to collect sufficient rider statistics that will be analyzed by Staff and a summary report prepared for Town Council. The Town of Cobourg Council will ultimately decide if the fixed route shall remain a permanent service and/or if transit service levels are to be adjusted.

2.1.6. Estimated Daily Driving Distance

The Town estimates, given the existing on-demand service structure, that revenue service hours will necessitate approximately 180,000 kilometres per year or about 60,000 kilometres per vehicle if averaged out over three vehicles.

For the pilot fixed route option, the Town estimates 46,800 kilometers per year for the 30' Vicinity bus.

2.1.7. Service Area

The Town's total service area currently encompasses Town of Cobourg boundaries only. The Town of Cobourg does not provide service to adjacent municipalities.

2.1.8. Material Disclosures

- The Town currently contracts with Century Transportation for the provision of a comingled on-demand transit service.
- The current provider for this service is eligible to submit a bid.
- The Town utilizes RideCo scheduling software for ride bookings and customer management.
- The Town utilizes dispatch services of Southland Transportation (PWT) for after office hours.
- The Town provides Conventional and Specialized transit as a co-mingled service within the corporate limits of the Town of Cobourg. The Town of Cobourg does not provide service to adjacent municipalities.
- The Town currently owns three transit buses necessary to deliver the comingled transit services and the Proponent is to provide a minimum of two (2) additional buses.
- The Town has ordered four additional transit buses that are expected to be delivered in early 2025 and 2026.
- The Town will supply the fuel for the Town owned transit buses.
- The Town will provide vehicle maintenance services for Town owned buses through a separate service agreement.
- The Proponent will be responsible for the maintenance of Proponent owned vehicles.
- The Town will supply indoor secured storage space for Town owned vehicles and proponent vehicles if needed.

2.2. GENERAL SCOPE OF WORK

At a high level the Town requires a qualified Proponent(s) to provide Transit Operation Services for the Town's on-demand comingled conventional and specialized transit service as well as limited fixed route service (minimum 1 year pilot). The services include, but are not limited to:

- Providing drivers to operate the Town's Transit Service including a minimum of one (1) driver on stand-by during all hours of operation;
- Providing customer service and after hour phone dispatch services to book rides for customers;
- Supporting and maintaining equipment, technology and software provided by the Town;
- Utilizing the Town's scheduling software 'RideCo' for scheduling customer trips, driver shifts and dispatch functions;
- Ensuring safety and training requirements are met;
- Providing uniforms as approved by the Town, to all on-shift drivers;

- Providing supervisory staff responsible for:
 - the hiring, training and supervision of employees
 - personnel scheduling
 - all ongoing operational day-to-day activities
- Having a management-level authority, or designate, available or on-call at all times in case of emergency;
- Performing vehicle cleaning (interior and exterior) and vehicle inspections;
- Providing and maintaining vehicle communications (radios);
- Performing on-road monitoring and schedule management;
- Managing interruptions of service;
- Collecting fare payment;
- Supplying and maintaining a minimum of two (2) buses for regular or back-up transit operations, as needed to be reduced to one after the Town's two additional buses are delivered;
- Shuttling Town owned fleet to a specified local maintenance facility for maintenance/repairs;
- Providing a fully equipped administrative/employee office capable of conducting all necessary requirements of the transit service operations;
- Monthly Reporting; and,
- Maintaining Performance Standards.

2.3. DETAILED SCOPE OF WORK

The Proponent shall refer to the Draft Service Agreement (Attachment 1) for a detailed breakdown of contract requirements.

2.3.1. Customer Service

The Town's residents and riders of its transit services shall be provided with the highest quality customer service from the Proponent. The Proponent shall provide customer service training to all employees involved in the provision of the Town's service. The Proponent's mission is to ensure a pleasant, comfortable, safe, and engaging operating environment for passengers on-board Town buses, as well as at all interface points such as telephone calls, bus stops, transit terminals and origin to destination pick-up/drop-off locations.

2.3.2. Facilities

The Town of Cobourg has a garage facility that shall be utilized for indoor vehicle storage of Town owned vehicles and if needed, Proponent owned vehicles. The Site is capable of facilitating an administrative office for customer service, dispatching, and office space in general, if required.

Should the Proponent require an office facility, the Town will commit to providing a building structure to house up to four (4) workstations as well as a kitchenette and washroom. Currently, the existing garage is vacant, heated, and equipped with one washroom. The Town will provide a temporary office trailer to the Proponent upon

contract commencement until the permanent structure can be constructed. The temporary trailer will also be provided with four (4) workstations (desks).

Should the Proponent require workstations or facilities beyond what is provided by the Town, costs shall be borne by the Proponent. Any permanent alterations will be considered leasehold improvements that shall remain as Town property following the expiry of the contract excluding office equipment such as telephones, photocopiers, computers, etc. Leasehold improvements must be approved by the Town and costs may be negotiated up to 50%.

If the Proponent elects to utilize the Town facility the facility shall be leased on a \$1.00 per year triple absolute net basis utilizing the Town's form of lease for the term of the contract only.

The Albert St Downtown Bus Terminal is owned and maintained by the Town; washroom facilities are provided for drivers at this location during all transit operating hours. Other Town facilities have washroom facilities available during normal business hours i.e. Victoria Hall, Cobourg Community Centre and the Public Works and Parks Joint Operations Facility.

The Proponent will be responsible for providing adequate office space to conduct the necessary operations of the transit service including customer service, dispatch, drivers, and all employees as applicable. The Proponent shall provide, at its sole cost and expense, all utilities at the facility, including but not limited to electricity, natural gas, telephone and cable/Internet service, water, refuse/recycling disposal and sewer.

For fleet storage, the Town currently has facilities available for secured, outdoor storage that shall be utilized should a Proponent not have adequate indoor storage space available for all Town owned vehicles. The heated and secured storage facility is located at 390 King Street West, Cobourg, ON. This would also be subject to a lease or licence agreement, on the Town's form and on a triple net basis.

By providing outdoor and secured storage, it is the Town's intention to reduce costs associated with the transit system as much as possible. The Proponent is welcome to submit a bid that includes indoor storage as this would be an increased level of service to the Town and would extend the life of the transit fleet as well as reduce operational time spent cleaning snow from vehicles prior to service in the winter. Should the Proponent not have indoor storage, the Town's outdoor storage facility must be utilized. The Town reserves the right to award any, all or none of the work.

2.3.3. Fleet

The Proponent shall be required to supplement the Town's fleet with a minimum of two (2) back-up/spare buses. The provided buses shall be 8m Arboc Spirit of Freedom buses or an approved equivalent and be no older than 4 years from the date the vehicle enters service. The bus shall be low floor and have ramp capability, for accommodating wheelchairs and be equipped with the same seating capacity, communications,

accessibility features as Town vehicles. The Town will provide fare payment equipment for Proponent provided buses.

School buses of any size or function will not be accepted as transit service vehicles under any circumstances.

Buses supplied by the Proponent will be subject to inspection by the Town's third party maintenance provider at the Town's expense prior to commencement and from time to time during the term. Any required maintenance or repairs recommended shall be conducted by the Proponent at the Proponent's expense prior to the commencement of service, or within seven (7) days of notification from the Town during the term.

Buses supplied by the Town will also be inspected and repaired as necessary prior to the commencement of service. The Proponent and Town shall thoroughly and jointly conduct a final inspection on all fleet prior to commencement of service. The Proponent shall be responsible for all subsequent expenses and maintenance in a first class manner and meeting good industry standards for Proponent fleet vehicles.

The Proponent shall be required to install a permanent or temporary (magnetic) identification decal for spare buses to be designed and purchased by the Town. The Proponent will be responsible for the replacement of lost decals or damaged decals. At the option of the Town, the Proponent shall lease such buses for \$1.00 per year on a triple or absolute net basis on the Town's form of lease.

2.3.4. Fueling

A Town fueling station is located at the Public Works and Parks Joint Operations Facility which is to be utilized for the fueling of all Town vehicles. Until such time as the Town receives its first two (2) additional transit vehicles, the Proponent's spare buses shall be fueled at the Town station since the vehicles are strictly used for Town operations only and remain stored at the Town facility at all times. The Town may, if it determines in its discretion, terminate such facility, if the fueled vehicles are used for any purpose other than the Town's operations. The Proponent shall make provisions to ensure that drivers fuel buses following the end of each day's service. Following the delivery of the Town's third and fourth transit vehicles, the Proponent shall only be required to provide one spare bus which shall be fueled at the Town station and used strictly for Town operations. If the Proponent elects to fuel their own spare/back up vehicle used to deliver the Town's transit service, the Proponent will be eligible for a fuel escalation clause, further details regarding fuel escalation are available within the Draft Service Agreement, Attachment 1.

The Town expects that the Proponent will make every effort possible to minimize the use of fuel including minimizing bus idling and unnecessary deadheading.

2.3.5. Vehicle Cleaning

The Proponent shall be responsible for regular exterior cleaning and daily interior cleaning and sanitizing of each bus in service utilizing disinfectant approved by Health Canada and the Town of Cobourg. For exterior cleaning the Town can provide the following facilities for use if required:

1. 390 King Street: water availability only, no wash bay
2. 740 Division Street, Building 7, Northam Industrial Park (Public Works and Parks Joint Operations Facility): two wash bays (available between 7:00am to 4:00pm Monday to Friday)

The Proponent's privately owned spare buses may also be washed at the Town's facility, provided the buses are solely utilized for Town operations. Otherwise, the Proponent is responsible for the exterior cleanliness of the spare buses prior to them beginning service for the Town. Daily, weekly and bi-annual cleaning requirements are outlined in more detail within the Draft Service Agreement (Attachment 1) in addition to the following that must be maintained at all times.

- a) Be free of graffiti on the interior and exterior. Vehicles with visible graffiti shall not be permitted to enter revenue service until such deficiencies are corrected. This will not absolve the Proponent's requirement to provide revenue service.

The Proponent shall notify the Town immediately when graffiti has been identified on Town vehicles and shall arrange to have graffiti removed in a timely manner. The Town shall be responsible for the costs of graffiti removal from Town fleet vehicles.

- b) Maintain a clean appearance of both the exterior and interior of the vehicle while in service at all times.
- c) Maintain clean mirrors, windshield, and rear window of buses always.

2.3.6. Vehicle Daily Checks and Ontario Commercial Vehicle Safety Program

At its own cost, the Proponent shall comply fully with the requirement of Ontario's Commercial Vehicle Safety Program for all vehicles. The Town will be responsible for the registration costs associated with Town owned vehicles. The Proponent shall provide demonstrated records that all revenue service vehicles owned by the Proponent have been passed in accordance with Provincial regulation.

The Proponent shall provide supervision during all work shifts to ensure that its drivers conduct and document daily checks of vehicles prior to entering into service. A detailed list of requirements is included in the Draft Service Agreement, Attachment 1.

The Proponent shall be fully responsible, without exception, for ensuring that vehicles

placed into service:

- Have a pre-trip inspection performed to ensure that the vehicle is safe and that accessibility features such as ramps are functional before leaving the facility and entering into revenue service, and a post-trip inspection performed at the completion of each day of revenue service. Both inspections shall be documented by the Proponent and available for inspection by the Town at any time.
- Drivers must be sure that service vehicles have fully operational air conditioning, securement belts, flip seats and radios/communication systems, fareboxes and any other on-board systems required for service.
- Be free of body and decal damage, the Proponent shall be responsible for costs associated with vehicle repairs from driver error.
- Ensure all safety items are fully operational (e.g. lights, brakes, horn, tires, wheelchair tie downs, winch and handholds).

2.3.7. Fleet Maintenance

The Town will be engaged in a separate contract for vehicle maintenance on Town fleet vehicles. The Proponent will be responsible for the maintenance of the spare vehicles and is welcome to utilize the same rates and services provided by the Town's vehicle maintenance contract if they choose. The Town will not be responsible for tracking or notifying the proponent of any maintenance requirements of the privately owned vehicles.

The Proponent will be responsible for notifying the Town upon becoming aware of any vehicle concerns or maintenance requirements.

The Proponent shall be responsible for shuttling Town owned vehicles to a designated local maintenance facility upon the request of the Town. The Town will provide as much notice as possible to allow for shuttle arrangements. Regular reporting to the Town of vehicle mileage will be critical in the Town's scheduling of routine maintenance and allowing the Proponent ample time to schedule around shuttling and revenue service.

The Proponent shall be compensated for shuttle services as noted in Section 1.4.5 Cost.

2.3.8. Vehicle Technology and Equipment

All buses provided by either the Town or the Proponent will be equipped with smart fare equipment, tablets for driver's itinerary, and fare boxes at the Town's cost. At the end of the contract, the Town will remove /town owned equipment from the Proponent's vehicles. All equipment is to be kept in good condition and reported immediately if missing, inoperable, or insecure or damaged.

2.3.9. Proponent Provided Equipment

To render the services required, the Proponent is solely responsible for providing any additional equipment or infrastructure not explicitly discussed in this or included in the exhibits that may be required in the execution of the work at its own cost.

2.3.10. Revenue Collection and Control

All fares collected are the property of the Town. Town staff will arrange for fareboxes to be exchanged/emptied during service hours; the exchange will be scheduled into driver's itineraries. The Proponent and bus operators shall not open or tamper with the fare boxes.

2.3.11. Dispatch Service

The Proponent shall maintain a dispatch centre to maintain contact with all buses during the hours of revenue service. The dispatch centre shall be used to respond to emergency incidents, to assist riders with bookings, to assist drivers in the performance of their duties and to monitor and report on transit operations.

Currently the Town's Proponent utilizes afterhours call centre services through Southland Transportation, a division of Pacific Western Transportation (PWT) on weekends and evenings outside of office hours. Call centre agents are equipped with the contractors supervisor on-call cell phone in case of a service disruption or other problems related to service during operating hours outside of office hours. The Proponent may choose to negotiate hourly rates with Southland Transportation PWT to continue with these services or shall provide their own customer service/dispatch employees or sub-contracted services.

Dispatch services must be available during all revenue hours of operation and must be able to contact the drivers on duty either directly or through the on-call supervisor.

2.3.12. Radio/Wireless Communications

The Proponent shall provide and maintain the following secure two-way communications with all buses in revenue service using communications technology acceptable to the Town:

- Two Way Radio – during regular office hours
- Cellular Phone – after regular office hours

2.3.13. Scheduling and Bookings

The Town utilizes RideCo software for scheduling and bookings. This scheduling software will be provided to the Proponent with login and permissions to conduct daily operations (ride scheduling/driver and bus schedules).

The Proponent will use the information provided by the Town and RideCo to develop their own driver schedules and assign vehicles for each service day. It is the

Proponent's responsibility to ensure that the scheduling software is current with staffing, shifts and vehicles. The Town and the Proponent will determine, both acting reasonably, appropriate timelines and processes for providing the above-mentioned software access/information in order to meet the Proponent's start up schedule. The Town will arrange for and provide training on the tablets and software provided.

The Proponent and Drivers shall be responsible for operating systems during outages and be proficient in troubleshooting equipment and engage in 'Recovery Mode' if required.

2.3.14. Lost and Found

The Proponent shall provide a secure lost and found service for the transit system and turn over any unclaimed articles to the Town at the end of each month.

2.3.15. Data Gathering and Reporting Requirements

At a minimum, the Proponent shall collect and provide to the Town the following data on a monthly basis:

- Vehicle Accident/Injury (when applicable)
- Vehicle Downtime (when applicable)
- Vehicle Cleaning (monthly)
- Customer/Public Complaints (when applicable)
- Fuel Consumption (monthly)
- Vehicle mileage (monthly)
- Monthly ridership for passengers completed, that are not captured in the Towns scheduling/ride/scheduling software i.e., Abandoned rides, that were fulfilled.

All monthly reports shall be submitted with monthly invoices utilizing the Appendices prescribed in the Draft Agreement Attachment 1 or as prescribed from time to time by the Town. Such reports may be combined into one or more reports and shall be in the form the Town requires. Invoices received without monthly reports will not be processed until reports are received.

2.3.16. Required Policies and Procedures

At minimum, the Proponent is required to have the following established plans, programs, policies and/or procedures in place.

2.3.16.1. Comprehensive Training Program

The Proponent shall provide proper and complete training for all personnel working on this Contract. The Proponent shall ensure that individuals are fully knowledgeable of their duties and responsibilities and that appropriate personnel can operate a bus, fuel a bus, and operate equipment used to maintain a bus in a safe manner. The Proponent shall also provide additional training as directed by the Town.

The Proponent shall provide at minimum the following training for applicable employees. Training programs must first be approved by the Town and documentation must be supplied to the Town upon completion:

- Driver Training
- Customer Service Training
- Accessibility Training (AODA)
- Safe loading/unloading of riders (includes safe push/pull and lift)
- First-Aid
- Canadian Urban Transit Association Ambassador Program

The Proponent **shall submit with their proposal** a comprehensive overview of their Corporate Training programs as well as the frequency of training for each employee.

The Town promotes barrier-free lifestyles for persons with disabilities. The Town's transit services are accessible, including fleet and the majority of stop infrastructure. Recognizing the sensitivity of transporting individuals with disabilities, the Proponent shall provide adequate training to staff to ensure their demonstrated understanding of dealing with persons with disabilities. Such training shall be all-encompassing to include all forms of disability including but not limited to physical, cognitive, physiological and/or sight. Bus operators shall receive adequate training that demonstrates their knowledge for proper wheelchair tie-down and lifting procedures. Drivers are required to provide clients with light assistance when required (hand to hand etc.). The Town's Wheels Policy is attached as Attachment 2.

2.3.16.2. Complaint Resolution Plan

The Proponent shall be required to have a process for the thorough and prompt resolution of all complaints. The process shall be reviewed and approved by the Town and at a minimum, shall include:

- Intake procedures and complaint evaluation;
- Investigation, follow-up, and reporting;
- Complaint resolution;
- Remedial action taken;
- Process for notification/communication with the Town

Complaints received by the Town will be logged and referred to the Proponent for immediate investigation and response. When directly contacted, the Proponent shall report any and all complaints to the Town. Written responses to all complaints, after investigation by the Proponent, shall be effectively provided and to the satisfaction of the Town, within three (3) business days following the receipt of any complaint. The written response must include a full account of how the complaint was addressed and resolved. The Customer/Public Complaint Report is attached to the Draft Agreement Attachment 1.

The Proponent **shall submit with their proposal** a comprehensive overview of their Complaint Resolution plan.

The Town shall keep statistics/record of all complaints, provide a summary to the Proponent for discussion, and use these statistics to calculate the number of substantiated complaints to evaluate vendor performance.

2.3.16.3. Performance Management Plan

The Proponent shall be required to have a Performance Management Plan that identifies how the Proponent will manage employee performance issues to the satisfaction of the Town. The Town reserves the right to require the successful Proponent to include additional or revised methods to manage employee performance to ensure the highest level of service is provided for Cobourg's Transit riders.

The Proponent shall endeavor to supply the best customer service from their front line representatives. Should the Town receive complaints, the Town will attempt to work with the Proponent to correct the issue through the proponent's performance management plan, but ultimately, the Town shall retain the right to approve or request removal of any employees from participating in Cobourg Transit operations, particularly for customer service and service continuity related issues.

The Performance Management Plan shall include an escalation process. In the event that there is a complaint received by the Town with respect to customer service or employee performance or the Town is not satisfied with any Proponent employees performance, the Town shall direct such complaint to the appropriate contact provided for by the Proponent. In the event this complaint is not resolved to the satisfaction of the Town within seven (7) days from forwarding same the complaint shall be escalated to a senior officer of the Proponent. The senior officer of the Proponent shall meet with a senior designated representative of the Town in an attempt to resolve the issue. In the event that the issue cannot be resolved, the Proponent shall remove the bus operator or employee from providing service to the Town.

The Performance Management Plan shall include disciplinary processes for bus operators and employees who have been found to not comply with the requirements of the Performance Management Plan and have not provided appropriate and best customer service or employee performance. This escalation plan shall be reasonably acceptable to the Town and include escalating levels of warning from verbal to written. The Proponent **shall submit with their proposal** a comprehensive overview of their Performance Management plan.

2.3.16.4. Service Continuity Plan

It is the Town's intention to provide quality and reliable transit services to our ridership. Under emergency or extenuating circumstances, there may be times when staffing levels can be impacted. Under no circumstances can the Proponent be unprepared for such a circumstance.

The Proponent shall be required to establish a procedure that identifies their service continuity plan to ensure services are fully maintained when staffing levels are impacted. The Plan shall detail how the Proponent will ensure clear and timely communications with the Town.

As noted in Section 1.4.5 (Key Personnel and Staff Qualifications), the Proponent is required to have the following with respect to redundancy in Staff:

- a) Alternate General Manager
- b) Alternate Operations Supervisor
- c) A minimum of one (1) bus operator on-call during all revenue service hours.

In the extreme event that the Proponent is not able to fulfill the regular transit service operations, the Proponent must arrange for all Wheels members with pre-booked rides to be fulfilled (rides are currently able to be booked one (1) week in advance). The Town has an on-going agreement with Community Care Northumberland to ensure that Wheels member rides are fulfilled. The Proponent may utilize this service as part of the continuity plan however the Proponent is required to coordinate the transportation services with Community Care Northumberland and communicate the change in service to the Wheels member as far in advance as possible. The cost of this emergency service will be borne by the Proponent due to their inability to fulfill pre-booked Wheels rides.

The Proponent will make every effort to prevent impacts to passenger bookings and revenue hours.

The Proponent **shall submit with their proposal** a comprehensive overview of their Service Continuity plan.

2.3.16.5. Health and Safety Program

The Proponent is solely responsible for safety under the Contract. The Proponent shall safely render all services (and perform all work) under the Contract. The Proponent shall develop a comprehensive, ongoing systematic review of hazards involving vehicles, equipment, the environment, and people, and take action to avoid identifiable hazards as required as part of Proponent services. The Proponent shall provide a safe environment for the public and the Proponent.

- The Proponent shall be responsible for compliance with all applicable federal, provincial and municipal laws, ordinances, and regulations during the performance of this work. The Proponent shall indemnify the Town from fines, penalties, and corrective measures that result from acts of commission or omission of the Proponent, its sub Proponents (if any), agents, employees, and assigns and their failure to comply with such safety rules and regulations.
- The Proponent shall enforce the use of any and all personal protective equipment needed to complete the tasks required by this Contract.
- The Proponent shall inform its employees of emergency procedures to be

followed in case of a fire, medical emergency, or any other life-threatening catastrophes.

- The Proponent shall provide and maintain on the site and on all buses, at all times, first aid kits which contain all emergency medical supplies likely to be required by persons in the facility or on-board transit vehicles, including the Proponents vehicles.

The proponent must have an acceptable safety program and provide the Town a copy of their safety manuals and operating procedures. The successful proponent shall provide this information to the Town upon award of the Contract.

2.3.17. Meetings

The Proponent will work closely with Town of Cobourg Staff and include a startup meeting following award plus bi-weekly meetings for the first 2 months of the Proponent providing transit service, following bi-weekly meetings, monthly meetings will be scheduled to discuss operational items that may arise.

3. AWARD AND APPROVAL

3.1. SCHEDULE

The Proposed schedule for this Work is as follows:

- RFP issued: Tuesday, February 27, 2024
- Mandatory Site Visit: March 6, 2024
- RFP Inquiries: March 12, 2024
- RFP closes: Tuesday, March 26, 2024
- Project award on or before: **May 30, 2024**
- Service Transition Plan: **three (3) months following notification of contract award**
- Transit Service Begins: **three (3) months following notification of contract award**

3.2. PROPOSAL EVALUATION

Proposals will be evaluated on the bases of the criteria listed below. The Town reserves the right not to accept any Proposal.

	Component	Maximum Score
1	Understanding of Scope of Work	5
2	Organizational Capability and Demonstrated Procedures	20
3	Staff Qualifications	20
4	Start Up Transition Plan	5
5	Similar Work Experience	10
6	Price	40
	TOTAL	100

The Town reserves the right to contact any Proponent to seek clarification of the contents of their Proposal.

Proposals will be evaluated on the basis of the information provided by the Proponent at the time of submission as well as the previous experience of the Proponent with the Town or any other municipalities including lawsuits, contract termination or unacceptable performance. Reference and other checks may be completed by the Town and may be included in the evaluation process.

The selection of a Proponent shall not oblige the Town to negotiate or execute a contract with the preferred Proponent.

The Town reserves the right to negotiate in such matters it chooses with the preferred Proponent without obligation to communicate, negotiate or review similar modifications with any other Proponent. The Town shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements. During the negotiations of scope of services, the options may be amended and the responsibilities of the Proponent and the Town may be amended. If an agreement cannot be reached with the preferred Proponent the Town in its sole discretion may choose to continue to negotiate for a period of time, terminate negotiations with that Proponent, or cancel the RFP process and not enter into an agreement with any of the Proponents, or negotiate with any other Proponents who have submitted bids.

The Town reserves the right to revisit Proponent scores based on information learned during reference checks or any other due diligence performed by the Town in respect of any Proposal.

3.3. BID ACCEPTANCE

The Town of Cobourg reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Proposal, and to award contracts to one or more Proponents submitting identical Proposals as to price; **to accept or reject any Proposal in whole or in part**; to waive irregularities and omissions, if in so doing, the best interest of the Town of Cobourg will be served. No liability shall accrue to the Town of Cobourg for its decision in this regard.

Proposals shall be irrevocable for 90 days after the official closing time.

The placing in the mail or delivery to the address given in the Proposal of a notice of award to a Proponent by the Town of Cobourg shall constitute notice of acceptance of contract.

3.4. PERFORMANCE SECURITY

Security in the amount of \$50,000.00 in the form of a certified cheque, bank draft or Letter of Credit is to be provided by the Proponent upon receiving notice of Contract award. As a condition of the Contract, the Town will not give notice to proceed in any form until the security has been received by the Town. Security must be in the form of a

bond, cashier's cheque, certified cheque, money order, or letter of credit from a recognized financial institution.

The performance security shall guarantee the Proponent's faithful performance of the work in conformance to the Contract, and detail thereof, and shall protect the Town against any losses or damages arising by reason of failure of the Proponent to perform the work as required by the contract. In the event the performance security is drawn upon during the term the Proponent shall restore same to the original balance within 5 banking days

3.5. REQUIREMENTS UPON AWARD

The successful Proponent shall not make any claims for additional costs, or expenses, due to the delay in, or cancellation of, the award of this RFQ.

The successful Proponent will be required to submit, within 10 business days of notification of award of the Contract, and prior to start of work, the following:

- a) Required copies of the executed Agreement;
- b) Certificate of Insurance;
- c) Proof of a valid and current Clearance Certificate or proof of exemption from WSIB
- d) Performance Security in the amount of \$50,000.00
- e) Health and Safety Program
- f) Contact information for 24/7 emergency contacts

4. STANDARD TERMS & CONDITIONS

4.1. CLARIFICATION OF PROPOSAL DOCUMENTS

Any clarification of the Proposal documents required by the Proponent prior to submission of its Proposal shall be requested through the Town of Cobourg. The Proponent and the Town of Cobourg hereby agree that in no case shall oral arrangements be considered.

No officer or employee of the Town of Cobourg is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Proponents as written addenda. The Proponent shall list in its Proposal all addenda that were considered when its Proposal was prepared.

4.2. PROOF OF ABILITY

The Proponent may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed sub-contractors, to perform the work.

4.3. DELIVERY

Revenue hours shall be material and of the essence of this contract. The Proponent shall be responsible for arranging its work and labour force so that delivery of services shall be as specified in the contract.

4.4. PRICING REQUIREMENT

Prices shall be in Canadian Funds and shall include charges of every kind attributable to the work. Harmonized Sales Tax shall be shown as indicated in Appendix C.

The proposed prices shall not be subject to adjustment for any additional costs incurred by the company, except as may be provided elsewhere in this document.

4.5. TERMS OF PAYMENT

Payment of contract shall be in accordance with the terms of payment indicated in the contract.

The Town of Cobourg shall have the right to withhold from any sum otherwise payable to the company such amount as may be sufficient to remedy a defect or deficiency in the work, pending correction of same

4.6. LIQUIDATED DAMAGES

In addition to the withholding of sums under Section 4.5 hereof there will be liquidated damages payable in respect of any defaults under the terms of the Draft Service Agreement, Attachment 1.

4.7. ASSIGNMENT

The Proponent shall not assign the contract or any portion thereof without the prior written consent of the Town of Cobourg.

4.8. LAWS AND REGULATIONS

The Proponent shall comply with relevant Federal, Provincial and Municipal statutes, regulations and By-laws pertaining to the work and its performance. The company shall be responsible for ensuring similar compliance by its sub-contractors.

The contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

4.9. INSURANCE AND INDEMNITY

The successful Proponent shall, at its own expense, obtain and maintain until the termination of contract, and provide the Town of Cobourg with evidence of:

- Comprehensive general liability insurance on an occurrence basis for an amount not less than Five Million (\$5,000,000) dollars, and shall include Town of Cobourg as an additional insured with respect to their operations, acts and

omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and Proponents' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;

- Professional liability insurance for an amount not less than Two Million (\$2,000,000) dollars per claim with a Four Million (\$4,000,000) dollars aggregate.
- Automobile liability insurance for an amount not less than Five Million (\$5,000,000) dollars on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.

The successful Proponent shall indemnify and hold the Town of Cobourg, its officials, agents and employees harmless from and against any liability, loss, injuries, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any acts or omissions either in negligence or in nuisance whether willful or otherwise by the Proponent, it's agents, officers, employees or other person for whom the Proponent is legally responsible.

4.10. SUB-CONSULTANTS

List any sub Proponent that the Proponent intends to use for this assignment on the form provided in Appendix D.

4.11. DISCLOSURE

After the Proposal Opening, requests may be submitted to the Town of Cobourg for the results, and only the names of Proponents will be disclosed and posted publicly on the Town's website.

4.12. CONFIDENTIALITY & DATA SECURITY

- a) All data, regardless of form, including originals, images, and reproductions in possession of the Proponent in connection with this Proposal is confidential, proprietary information owned by the Town. The Proponent shall not disclose data generated in performing any service to any third party under any circumstance, other than when requested for law enforcement purposes. All requests for disclosure shall be directed to Town personnel.
- b) Personal, financial account, or any confidential information, in electronic or hard copy format, must be secured and protected at all times to avoid unauthorized access. Minimum requirements include that Proponent will ensure any electronic files are encrypted and/or password-protected. This includes data saved to laptop computers, computerized devices, or removable storage devices.
- c) The Proponent acknowledges that information and records compiled or created under this Proposal, which are in the custody of the Proponent, are subject to the

Freedom of Information and Protection of Privacy Act. If a request is received for any of these records, the Proponent shall forward the information and records, at the Proponent's expense, to the Town within five (5) calendar days of notification by the Town.

- d) Wireless Internet provided on Town Transit shall be utilized solely for the purpose of the Town of Cobourg transit operations and must not be utilized for personal use under any circumstances. All records gathered by the wireless Internet service are confidential Town records and are not to be reviewed or shared by the Proponent, any sub-Proponent, or their employees. Data usage reports are provided monthly by the Town's Information Technology Department, the Department will notify the Transportation Supervisor of any overages. If it is found that employees are using wireless internet for their personal use, the Proponent shall be responsible to make payment for any and all overages.
- e) Required maintenance to equipment or wireless Internet on the buses shall be completed by the Town. The Proponent shall notify the Town immediately if any equipment or wireless internet services for tablets or smart card reader are inoperable.
- f) Any breach of security or violation of Section 4.12 shall be reported to the Town immediately.

4.13. RETENTION & OWNERSHIP OF INFORMATION:

Ownership of any work, information, software, drawings, public Town materials, route information, schedules, and general records in any form related to transit services, acquired or produced under this Proposal by the Proponent, or provided by the Town for use by the Proponent, is owned by the Town.

The Proponent shall retain all information and records received or compiled by the Proponent in accordance with this Proposal for a period of one (1) year from the date of termination of this Proposal, after which the information and records shall be forwarded to the Town.

Pursuant to this Proposal, the Town shall provide the Proponent with any required information for the proper performance of their obligations, and shall provide cooperation, as is reasonable, to enable to Proponent to carry out the required services.

4.14. END OF CONTRACT TURNOVER

The timely and orderly transition from the existing contract at the end of the term to the new contract or Proponent should be seamless and unnoticeable to the riders of Cobourg's Transit service.

4.15. PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

All performance standards and liquidated damage clauses included in the Service Agreement and in Appendix “G” attached herein will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The Town reserves the right to monitor the Proponent in its performance of the Contract to ensure adherence to all performance specifications.

4.16. CONTRACT

Upon awarding of a Contract a successful Proponent will execute a contract in the form attached hereto as Attachment 1 with only the necessary modifications to agree with the terms of this RFP and the accepted Proposal from the Proponent

4.17. LIMITED FIXED ROUTE PILOT

Limited Fixed Route one (1) year pilot shall operate for a minimum of (1) year commencing on the start date of the contract. The Town reserves the right to implement the fixed route service permanently if Cobourg Municipal Council authorizes staff to do so. The Town also reserves the right to modify the service at any time with sufficient notice provided to the Proponent.

Appendix A – Cover Sheet

**TOWN OF COBOURG
REQUEST FOR PROPOSAL
2024 Transit Operations Contract**

**NAME OF COMPANY, FIRM OR INDIVIDUAL
(HEREIN KNOWN AS THE ‘COMPANY’)**

UNIT NUMBER AND STREET ADDRESS

CITY **PROVINCE** **POSTAL CODE**

WEBSITE **BUSINESS NUMBER**

TELEPHONE NUMBER **FAX NUMBER**

CONTACT PERSON **EMAIL**

Appendix B – Acknowledgements

RECEIPT OF ADDENDA (If applicable)

This will acknowledge receipt of the following addendum and, that the pricing quoted includes the provision set out in such addendum.

ADDENDA #

DATE RECEIVED

FORM OF PROPOSAL

To: Town of Cobourg

This Proposal submitted by:

Name of Company

Address of Company

Signing Authority and Title

Telephone

I/We, the undersigned, having carefully examined the site of the proposed work and all contract documents relating thereto, do hereby propose all and offer in accordance therewith to enter into a contract as and when required with The Town of Cobourg, in strict accordance with the said contract documents and such further details as may be supplied.

By my/our signature hereunder, I/we hereby certify this as the Proposal to provide consulting services for **the 2024 Transit Operations Contract** to Town of Cobourg in accordance with the subject Proposal, executed and dated at _____ this **day of** _____, 202_.

Signature (Must be signing Officer of Company)

Witness (Corporate Seal Not Available)

Affix Corporate or Legal Seal

Appendix C – Pricing

Table 1: Operational Costs (Hourly Rates)

Item		1.1	1.2	1.3	1.4
Description		Driving Time (Town Vehicle)	Driving Time (Proponent Vehicle)	Dispatch Service	Admin
Hourly Rates	Year				
	2024				
	2025				
	2026				
	Provisional Rates				
	2027	For 2027 and thereafter, CPI for Canada (All items) increase for the previous year			
	2028				
	2029				
	2030				

Table 2: Operational Costs (Annual Summary of Estimated Costs for Evaluation)

Item		2.1	2.2	2.3	2.4	2.5	
Description		Annual Driving Hours (Town Vehicle)	Annual Driving Hours (Proponent Vehicle)	Annual Dispatch Service Hours	Annual Admin Hours (min. 40 hours)	Start-Up	TOTAL
Estimate Qty		10,894 (2024) 11,221 (2025-28)	4,407 (2024) 2000 (2025-28)	_____	_____	Lump Sum	
Annual Rates	Year						
	2024						
	2025					NA	
	2026					NA	

***Note: Limited Fixed Route hours (2080) are only included in 2024 total (1 year pilot)**

Appendix D - Sub-Contractors

Submit a list of sub-contractors to be used for the supply of the goods/services, or indicate "Not Applicable".

Contact	Details
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	
Name:	Company Name:
Address:	Type of Goods/Services provided:
Phone:	Years in Business:
Email:	

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

Appendix E – Similar Work Experience and References

Please list a **minimum of three** past projects where your company has provided similar goods or services within the last seven years.

1.	Name:
	Contact:
	Duration of Service:
	Scope of Contract:
2.	Name:
	Contact:
	Duration of Service:
	Scope of Contract:

3.	Name:
	Contact:
	Duration of Service:
	Scope of Contract:
4.	Name:
	Contact:
	Duration of Service:
	Scope of Contract:
5.	Name:
	Contact:
	Duration of Service:
	Scope of Contract:

Note:

If insufficient space is provided in this Appendix, please provide the required information in the same format on a separate form and attach to this Appendix.

Appendix F – Fuel Escalation Clause (Proponent Vehicles)

Should the Proponent not be eligible to fuel Proponent owned vehicles at the Town's fueling facility (utilizing vehicles for purposes other than Town transit services), the Proponent will be eligible for fuel escalation for vehicles provided by the Proponent as spares/back-up to complement the Towns service.

The base cost per litre for fuel shall be based upon the cost publicly advertised at <https://www.ontario.ca/motor-fuel-prices/> for Southern Ontario which prices are published on Monday and are effective for the week.

The cost per litre for fuel at the time of bid submission: \$_____ /litre.

For every \$0.01 increase or decrease in the cost of fuel, the hourly rate for contractor supplied vehicles shall increase or decrease by \$0.05.

Appendix G – Performance Standards and Liquidated Damages

All performance standards and liquidated damage clauses included in this Agreement will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The Town reserves the right to monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

Performance indicators are metrics developed by the Town using historical data to measure the Contractor's performance. Performance standards listed below are for the first year of service and may be amended by the Town for subsequent years. Town representatives may, without prior notice, ride in Contractor-operated vehicles and monitor overall transit service to ensure compliance with this Scope of Work and the Contract. The Town also reserves the right to review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement of service.

The Contractor shall meet or exceed the following standards on a monthly basis. For the following performance goals, if the Contractor fails to meet contracted standards, liquidated damage amounts will be deducted from the Contractor's total monthly invoice amount.

Liquidated damages may also be imposed by the Town on the Contractor based on each observed violation committed by Contractor personnel. The Contractor agrees that a violation of any of the liquidated damage provisions in this Contract will cause the Town to incur damages that are impractical or impossible to determine. The Contractor agrees that these liquidated damages are a reasonable approximation or pre-estimation of the Town's actual damages.

All liquidated damage assessments as identified by the Town shall be measured on a monthly basis and applied to the next monthly invoice.

a) Driver On-time Performance

On-time performance is calculated using RideCo software, which has the capability of generating Driver Report Cards that identify individual drivers on time performance which includes signing in late or signing out early. A bus is considered on time if it arrives at a time point either zero (0) minutes before and up to five (5) minutes past the riders pick up window time (pick up window is 10 minutes). A bus is considered late if it arrives at a time point six (6) or more minutes past the scheduled pickup window. Performance will be measured on a monthly basis. The on-time performance standard is ninety percent (90%) or above. The Town will assess liquidated damages monthly for failure to achieve the performance standard as follows:

Embedded in the performance standard are allowances for service anomalies, service delays, incidents/accidents, vehicle breakdowns and schedule adjustments. The Town

will not consider adjustments to on-time performance for any of the above mentioned occurrences.

The Town and the Contractor will meet to review the analysis report and prepare a resolution plan, as necessary. If the review identifies specific driver underperformance due to circumstances under the Contractor's control or non-compliance to Contract requirements, the Contractor will have thirty (30) calendar days from the review date, unless otherwise approved by the Town, to bring on time performance into compliance.

The On-Time Performance requirement and liquidated damages are as follows:

On-time Performance %	Monthly Liquidated Damages
80% - 89%	2% of monthly invoice
70% - 79%	3% of monthly invoice
69% or Below	5% of monthly invoice

Liquidated damages shall only be imposed after the on-time performance is found to be below the 90% goal for the next thirty (30) day period.

b) Abandoned Rides

For each Abandoned Ride occurrence, the Town will impose a one-hundred-dollar (\$100.00) penalty. If the contractor fails to contact Community Care Northumberland to make alternate arrangements for pre-scheduled Wheels rides, the Town will impose a penalty of two-hundred dollars (\$200.00).

c) Overall Vehicle Appearance

The Town, with input from the Contractor, will develop the standards for bus appearance (including graffiti and body damage due to minor accidents) and cleanliness; compliance with the standards will be determined as the bus enters service or leaves the facility yard. The Town reserves the right to reasonably direct the Contractor to replace vehicle(s) in revenue service, which are observed to have excessive or atypical conditions or inoperable system(s). If any revenue vehicle fails to comply with the Town's standards regarding appearance, the Town will assess liquidated damages in the amount of \$100.00 per occurrence.

d) Late or Inaccurate Reports or Data

If the Contractor fails to comply with the Town's reporting requirements either by submitting reports, information, or data after the due date including monthly reports or by submitting inaccurate reports, information, or data, the Town shall assess liquidated damages in the amount of \$100.00 for each month in which a failure to comply occurs.

(e) Operator Accessible Features Operation

For each occurrence in which the Contractor puts into service a vehicle with an inoperable ramp, securement devices and/or seat/lap belts, the bus operator refuses to accommodate a passenger request to board or alight a bus utilizing the ramp/lift, or the bus operator refuses to board a passenger with a service animal or required attendant, the Town will assess liquidated damages in the amount of \$500.00 per occurrence.

The Contractor is obligated to notify the Transportation Supervisor as soon as they are aware that accessible features are inoperable.

(f) Announcement of Stops (when required)

For each occurrence in which the Contractor fails to announce stops during the malfunction of a vehicle's annunciator system or as requested by a passenger, the Town will assess liquidated damages in the amount of \$100.00 for each occurrence.

(g) Customer Relations

For each occurrence that the Contractor fails to initially respond to inquiries or complaints within three (3) business days, the Town will assess liquidated damages in the amount of \$100.00 per occurrence.

(h) Work Stoppage and Reduced Levels of Service

Failure to provide service levels, which includes drivers to perform service during operating hours as outlined in this Contract will result in the Town assessing liquidated damages in the amount of \$1,500.00 for each day that service is at a reduced level in addition to not being compensated for hourly driver rates when transit is non-operational.

ATTACHMENT 1

THIS CONTRACT made the _____ day of _____, 20_____.

BETWEEN:

Town of Cobourg
(the "Town")

OF THE FIRST PART

- and -

NAME OF CONTRACTOR
(the "Contractor")

OF THE SECOND PART

WHEREAS, the Town requires the services of the Contractor in connection with the operation of transit services.

AND WHEREAS the Town has issued a request for proposals for transit services including comingled conventional and specialized services and a minimum one (1) year limited fixed route on Tuesday, February 27 _____, 2024 ("RFP");

AND WHEREAS the Contractor has responded with the Contractor's Proposal to the RFP

AND WHEREAS the Contractor is qualified or has in its employment personnel qualified to provide the required services;

AND WHEREAS the Town has agreed to accept the Proposal of the Contractor subject to the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

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Appendices

A – Incident Report

B – Vehicle Downtime Report

C – Vehicle Cleaning, Mileage and Fuel Consumption Report

D – Customer/Public Complaint Report

E – Ridership Statistics

Schedules

I – Request for Proposal and Bid Document

1 General Provisions:

- a) The parties acknowledge and agree that the terms and conditions of the RFP and the Contractor's Proposal are incorporated herein to the greatest extent possible. It is the intention that if there are standards provided for in both the RFP and this Contract, the higher of such standards shall apply. In the event of any direct conflict between this Contract and the RFP the terms and provisions of this Contract shall apply. The terms of the RFP and the Contract shall override any terms of the Proposal to the contrary
- b) The Town hereby retains the Contractor and the Contractor hereby accepts such retainer to provide the services described in the "Scope of Work".
- c) The parties acknowledge and agree that the Contractor is an independent contractor and no person, employee, subcontractor, supplier of the Contractor shall be considered to be an employee of the Town. No person employee, subcontractor or supplier of the Town shall be considered to be an employee of the Contractor
- d) Nothing in this Contract shall be construed as:
 - i. constituting either party as the agent, employer or representative of the other party;
 - ii. creating a partnership; or
 - iii. imposing upon either party any partnership duty, obligation or liability to the other party.
- e) The Contractor shall be responsible for appropriate and safe usage of wireless communication devices while conducting Town-related business.
- f) The Contractor hereby represents and warrants with and to the Town, and acknowledges that the Town is relying upon such representation and warranty, that the Contractor is in compliance with all laws and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and to carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise, relating to the said approvals, permits, licenses, certificates or authorizations. This provision shall also apply to any of the Contractor's employees and sub-contractors.
- g) The Contractor shall assume all liability for salaries, wages, bonuses, retirement, withholdings, worker's compensation, unemployment compensation, or other employee compensation or benefits, and all related taxes and premiums. The Contractor shall defend and indemnify the Town against all such liabilities.
- h) The Contractor shall be solely responsible for safety in the performance of the Work and for compliance of all of the rules, regulations and practices required by any applicable health and safety legislation, shall be responsible to ensure that it has acceptable health and safety policies in place and shall be responsible for initiating, maintaining, supervising all safety precautions and programs in connection with the Work. The Contractor will supply to the Town copies of its health and safety policies upon request, subject to the reasonable approval of the Town. The Contractor warrants and represents that the Contractor has knowledge of the safety requirements for and sole control over the Work and has the necessary safety and policies and procedures in place to properly protect all employees including employees, contractors, visitors, clients, customers, or others in compliance with the rules, regulations and practices of any applicable health

and safety regulations as well as its own policies. The Contractor as between the Town and Contractor, has agreed to assume all responsibility in respect thereof and to indemnify and save harmless the Town in respect of all charges, costs, damages, penalties, fines or any other amounts payable as a result of any non-compliance with this Agreement or this Section.

2 Term:

- a) The Term of the Contract shall be from _____ 2024 to _____, 2027 (the "Term") unless earlier terminated by either party as set forth herein. The Contractor shall complete all of its work as set out in Schedule I before the expiry of the Term. At the sole discretion of the Town, the term of this contract may be extended by an additional two (2), two year terms subject to demonstrated and continuous exceptional performance throughout the initial contract term.

3 Fees, Invoicing & Payments:

- a) In consideration of the proper performance of the obligations of the Contractor pursuant to this Contract, the Town shall pay the Contractor the amount determined attached in **Schedule I** within thirty (30) days from the receipt of invoices from the Contractor, as full, final and complete consideration for the Contractor's services under this Contract.
- b) Prior to commencing the services described hereunder and prior to receiving payment on completion, the Contractor shall provide evidence of compliance with all requirements of the Province of Ontario with respect to Workers' Compensation including payment due thereunder (a Workplace Safety and Insurance Bond Clearance Certificate). At any time during the Term of this Contract, when requested by the Town's representative, the Contractor shall provide such evidence of their continued compliance, including in respect of and by any sub-contractors.
- c) Applicable taxes shall be added to any payments made pursuant to this Contract.
- d) The Contractor shall be paid as per the current Accounts Payable practices of the Town. On a monthly basis the Contractor shall submit one (1) invoice to the Town (accountspayable@cobourg.ca) for services provided during the previous month. The amount invoiced must be based on the actual number of revenue hours operated for that month, less any liquidated damages.
- e) The Town may, at its sole discretion, agree in advance to reimburse the Contractor for specific expenses to be incurred by the Contractor in the discharge of its obligations hereunder. Such expenses shall only be paid when approved prior to expenditure and thereafter supported by proper receipts, invoices or vouchers submitted to the Town within thirty (30) days from the date upon which such expenses are incurred.
- f) The Town may pay for services rendered or costs incurred only during the fiscal year in which the services and costs are budgeted and for a period of sixty (60) days after. The Contractor must submit its invoices for services performed or costs incurred, together with any required reports, before the close of the fiscal year allowing sufficient time for the processing of payment within the sixty (60) day period.
- g) The Contractor shall be responsible for the payment of all source deductions, income tax, Canada pension contributions, employment insurance premiums and all other required payments, contributions, or deductions. Also included are any assessments

levied pursuant to the Workers' Compensation Act that arise or may hereafter arise with respect to the services performed by the Contractor under this Contract.

- h) The Contractor shall be responsible for all fees, licenses, permits, filings, and all other costs incidental to the performance of the Contractor's obligations under this Contract.
- i) The Contractor shall be responsible for payment of any and all traffic violations which may arise as a result of the Contractor or sub-contractors', actions, as a result of fulfilling their obligations under this Contract. The Contractor shall address any traffic violations shall in an appropriate manner once received.
- j) The Contractor shall retain all financial books, records, and other documents relevant to the Contract for seven (7) years after final payment or until after resolution of any audit questions, whichever is longer. Federal, Provincial, or Town auditors and any other persons duly authorized by the Town shall have full access to, and the right to examine, audit, copy, and make use of any and all said materials.
- k) The Contractor's compensation for additional work, when authorized by executed Contract Change Order or Amending Agreement, will be negotiated and mutually agreed to between the Town and the Contractor, unless otherwise specified in this Contract.
- l) Legal Fees – Legal action may be brought by either party to enforce the terms of this Contract or to collect damages for default or breach of this Contract. In addition to any other remedy, the prevailing party shall be entitled to recover reimbursement for reasonable legal fees, court costs, costs of investigation, and other related expenses incurred in connection with the legal action.
- m) Arbitration Fees – Fees resulting from arbitration shall be divided equally between the Contractor and the Town.
- n) If at any time the Contractor fails to complete the requirements of this Contract, compensation may be reduced or liquid damages may be applied, as deemed appropriate by the Town.

4 Default & Termination

- a) This Contract terminates upon the earliest occurrence of any of the following:
 - iv. reaching the end of the Term;
 - v. completing the services set forth in Schedule I;
 - vi. termination pursuant to the provisions of this Contract.
- b) Where the Town determines that the Contractor is in default of its obligations as set out in this Contract, the Town shall provide the Contractor with a written Notice of Default. The Contractor shall be required to remedy such default, at their sole expense, within ten (10) days of the delivery of the Notice of Default. The Contractor shall be in compliance with the Town's instructions if:
 - i. the Contractor corrects the default within the time specified in the Notice of Default;
 - ii. if the default cannot be corrected within the time specified in the Notice of Default, the Contractor commences the correction of the default within the time specified in the Notice of Default;

- iii. the Contractor provides a schedule to correct the default, which is acceptable to the Town; and
 - iv. the Contractor corrects the default within the time set out in the schedule agreed to by the Town.
- c) In the event that the default is not corrected to the Town's satisfaction, or in the event of urgent circumstances where giving a written Notice of Default is impossible or impracticable, the Town may:
 - i. terminate the Contractor's right to continue with the work of this Contract, in whole or in part;
 - ii. terminate the Contract; or
 - iii. correct the default at the Contractor's expense.
- d) The sum of all damages, expenses, fees, costs, including but not limited to solicitor and client legal costs, incurred or suffered by the Town as a result of the Contractor's failure to correct the default, or the termination of the Contractor's right to continue with the work of this Contract, in whole or in part, or the termination of the Contract, shall be a debt immediately due and owing by the Contractor to the Town, this debt may be offset by the Town against any monies payable to the Contractor pursuant to this Contract or any other monies payable by the Town to the Contractor. The exercise by the Town of the rights pursuant to this Section shall not limit any other remedy the Town may have pursuant to this Contract or the law.
- e) Termination for Convenience:
 - i. At any time, the Town may provide the Contractor with notice of Termination for Convenience. The Notice shall be provided giving three (3) months written notice to the Contractor of the termination and effective date.
 - ii. Under this provision, the Town may or may not provide reasons for the Termination for Convenience.
 - iii. The Contractor's right to consideration shall be limited to payment for services performed, as set out in the Notice of Termination for Convenience.
 - iv. The Contractor specifically agrees that the Notice of Termination for Convenience and consideration set forth in this Section constitutes reasonable, fair and equitable notice and compensation for damages, if any, which may be suffered by the Contractor as a result of the Termination for Convenience of this Contract.
 - v. In the event that notice is given for a Termination for Convenience, the Contractor shall perform the services required by this Contract up to and including the effective date set out in the Notice.
 - vi. Upon request, the Contractor shall provide the Town with a written report on the services rendered to the time of Termination for Convenience. Except for any such report, the Contractor shall not perform any further services subsequent to the effective date set out in the Notice.
 - vii. When a Notice of Termination of Convenience is received, the Contractor shall advise with the Town about the current state of orders relating to goods and materials. The Contractor shall take whatever action is deemed necessary by the Town including, but not limited to, cancelling orders, retaining, selling or otherwise disposing of goods and materials, and completing other work as required.

- f) Termination with Cause:
- i. If the Contractor fails to provide any of the deliverables, including timelines, or fails to perform any material provisions of this Contract, the Town may terminate the Contract under Section 4(b) hereof.
 - ii. Failure to perform includes any attempt by the Contractor to use unacceptable personnel or supply materials, defective equipment or vehicles, or workmanship to furnish the required service and/or product later than the timelines provided in the Contract.
- g) No consent or waiver, express or implied, by either party of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations required in this Contract. Failure on the part of either party to provide notification of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

5 Performance Security

- a) Security in the amount of \$50,000 in the form of a certified cheque or Letter of Credit is to be provided by the Contractor upon receiving notice of Contract award. As a condition of the Contract, the Town will not give notice to proceed in any form until the security has been received by the Town. Security must be in the form of a bond, cashier's cheque, certified cheque, money order, or letter of credit from a recognized financial institution. Personal or company cheques are not acceptable unless certified by a recognized financial institution. If security is in the form of a bond, the company issuing the bond must be authorized by Treasury Board and Finance in the Province of Ontario to do so.
- b) A Certificate of Deposit issued by a local Town financial institution may also be used as a form of security, provided the Certificate of Deposit is issued jointly in the name of the Town and the Contractor. The Contractor shall endorse the Certificate of Deposit to the Town at the commencement of the Contract Term.
- c) Interest earned on the Certificate of Deposit shall be retained by the Contractor, unless the Contractor is found to be in default of this Contract.

6 Performance Standards and Liquidated Damages

All performance standards and liquidated damage clauses included in this Agreement will be strictly enforced. All performance specifications must be strictly adhered to in order to provide the highest level of quality service possible. The Town reserves the right to monitor the Contractor in its performance of the Contract to ensure adherence to all performance specifications.

Performance indicators are metrics developed by the Town using historical data to measure the Contractor's performance. Performance standards listed below are for the first year of service and may be amended by the Town for subsequent years. Town representatives may, without prior notice, ride in Contractor-operated vehicles and monitor overall transit service to ensure compliance with this Scope of Work and the Contract. The Town also reserves the right to review and modify these performance requirements and metrics as deemed necessary to facilitate continuous improvement of service.

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All liquidated damage assessments as identified by the Town shall be measured on a monthly basis and applied to the next monthly invoice.

a) Driver On-time Performance

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- Embedded in the performance standard are allowances for service anomalies, service delays, incidents/accidents, vehicle breakdowns and schedule adjustments. The Town will not consider adjustments to on-time performance for any of the above mentioned occurrences.
- The Town and the Contractor will meet to review the analysis report and prepare a resolution plan, as necessary. If the review identifies specific driver underperformance due to circumstances under the Contractor's control or non-compliance to Contract requirements, the Contractor will have thirty (30) calendar days from the review date, unless otherwise approved by the Town, to bring on time performance into compliance.

The On-Time Performance requirement and liquidated damages are as follows:

On-time Performance %	Monthly Liquidated Damages
80% - 89%	2% of monthly invoice
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Liquidated damages shall only be imposed after the on-time performance is found to be below the 90% goal for the next thirty (30) day period.

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arrangements for pre-scheduled Wheels rides, the Town will impose a penalty of two-hundred dollars (\$200.00).

c) Overall Vehicle Appearance

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d) Late or Inaccurate Reports or Data

If the Contractor fails to comply with the Town's reporting requirements either by submitting reports, information, or data after the due date including monthly reports or by submitting inaccurate reports, information, or data, the Town shall assess liquidated damages in the amount of \$100.00 for each month in which a failure to comply occurs.

e) Operator Accessible Features Operation

For each occurrence in which the Contractor puts into service a vehicle with an inoperable ramp, securement devices and/or seat/lap belts, the bus operator refuses to accommodate a passenger request to board or alight a bus utilizing the ramp/lift, or the bus operator refuses to board a passenger with a service animal or required attendant, the Town will assess liquidated damages in the amount of \$500.00 per occurrence.

The Contractor is obligated to notify the Transportation Supervisor as soon as they are aware that accessible features are inoperable.

f) Announcement of Stops (when required)

For each occurrence in which the Contractor fails to announce stops during the malfunction of a vehicle's annunciator system or as requested by a passenger, the Town will assess liquidated damages in the amount of \$100.00 for each occurrence.

g) Customer Relations

For each occurrence that the Contractor fails to initially respond to inquiries or complaints within three (3) business days, the Town will assess liquidated damages in the amount of \$100.00 per occurrence.

h) Work Stoppage and Reduced Levels of Service

Failure to provide service levels, which includes drivers to perform service during operating hours as outlined in this Contract will result in the Town assessing liquidated damages in the amount of \$1,500.00 for each day that service is at a reduced level in addition to not being compensated for hourly driver rates when transit is non-operational.

7 Vehicle Maintenance & Care

- a) The Contractor shall be responsible for all costs associated with the maintenance of the Contractor's vehicles. Additionally, the Contractor shall be responsible for all costs associated with the repair of collision and comprehensive damage to vehicles operated by the Contractor, and owned or otherwise provided by the Town.
- b) In situations where damage is caused by a third party it is the responsibility of the Contractor to collect financial reimbursement from the third party for the costs associated with the repair of the damage.

8 Adjustment to Service

The Town determines scheduled revenue hours.

The Town reserves the right to adjust service at any time. Modifications to services may include, extended or decreased hours of operation, increased service frequency, from time to time, on an experimental basis. Upon receiving a minimum of thirty (30) days prior notice from the Town, the Contractor shall provide such service in accordance with availability of equipment, as requested by the Town at the hourly rates for buses as provided by the Contractor in RFP Pricing.

Fifteen (15) days or more prior to the terminations of an experimental period, the Town shall:

- i. Give notice to the Contractor to discontinue the experimental service after fifteen (15) days; or
- ii. Give notice to the Contractor to continue such bus service for such period of time as the Town shall decide.

The Contractor shall comply with notices received from the Town.

The Town reserves the right to add or reduce services under this Contract including fixed route options. If service levels increase or decrease beyond 25% of the annual revenue hours, the Town and Contractor shall review rates for a potential adjustment, which shall be made to the extent agreed upon by the parties.

9 Substitution/Replacement

The Town reserves the right in its sole discretion to substitute or replace Town owned vehicles during the term of the Contract and to negotiate any appropriate Contract modifications with the Contractor.

10 Use of Revenue Service Vehicles

The Contractor shall not use the Town's revenue service vehicles for any purpose other than to provide revenue service, transport vehicles to/from maintenance facilities, refuel vehicles or to provide vehicle cleaning.

Use of revenue service vehicles for personal reasons at any time is not permitted. The Contractor is not permitted to remove revenue service vehicles from the Town of Cobourg without the written consent of the Town.

11 Vehicle Cleaning

The Contractor shall be responsible for the following cleaning of vehicles as necessary prior any vehicle entering service:

Daily Cleaning Requirements:

- a) Collect trash and dispose of same
- b) Collect any items that have been left on-board by passengers and submit them to the Operations Supervisor for lost and found.
- c) Vehicle floors must be swept and mopped. Buses must not be hosed out for cleaning;
- d) Operator's area must be cleaned and sanitized including, but not limited to, dash controls, steering wheel, dashboard, above the operator area and along the front dashboard;
- e) Stanchions, sneeze guards, driver barriers, and high touch passenger areas must be cleaned and sanitized;
- f) Exteriors shall be cleaned to maintain the vehicle in a clean, dust free, and professional appearance at all times. Special attention shall be given to the rear of the vehicle; and,
- g) Vehicle rims must be cleaned as often as necessary to maintain the vehicle in a clean and professional appearance. No visible brake dust accumulation is permitted.

Weekly Cleaning Requirements:

- a) Interior window cleaning
- b) Vehicles used in revenue service must have exteriors washed a minimum of twice per week or as needed.

Bi-Annual Cleaning Requirements:

- a) Vehicle upholstery shampooed at least twice annually or as needed.
- b) Engine shampoo at least twice annually or as needed.

12 Vehicle Rotation

The Contractor shall put all Town owned vehicles into revenue service on a fixed rotation schedule to ensure vehicle kilometres and hours are accumulated equally.

13 Anti-Idling By Law

The Town has a bylaw regarding Anti-Idling Bylaw 04-2022 whereas a vehicle cannot idle longer than two (2) minutes. Exceptions to the bylaw can be found in Section 3, public transportation is noted as an exception as long as transit vehicles are engaged in public transportation activities. Gas vehicles shall comply with the Town's Anti-Idling Bylaw.

14 Reporting Requirements

14.1 Incident Reporting (Appendix A)

An incident report shall be submitted to the Town following all minor or major incidents, accidents, or injuries which involve a vehicle currently in use for transit service, which includes Town-owned and Contractor fleet vehicles. The Town requires record of contact information of all passengers on board at the time of the incident noting any injuries sustained by the driver or riders onboard.

For investigation of incidents, the Contractor shall:

- a) Interview employees and riders relative to accident/injury;
- b) Assist employee in filing proper reports in a timely manner;
- c) Process claims to appropriate local/provincial agencies;
- d) Work as liaison with the law enforcement agencies;
- e) Notify the Town of all incidents immediately via phone or email as well as when media are anticipated to respond;
- f) Report all accidents involving a Town-owned vehicle, including minor accidents, to the Cobourg Police Service (CPS);
- g) Report all injuries involving drivers and riders in all instances which involve Town-owned vehicle and operator owned vehicle;
- h) Fill out an Incident Report (Appendix A) immediately upon incident and submit to the Town within two (2) business days of the incident.

The Contractor shall be responsible for costs associated with vehicle repairs resulting from driver error, the Contractor's default hereunder, or any other cause other than the fault of the Town, to the extent not covered by insurance on the said vehicles.

14.2 Vehicle Downtime Report (Appendix B)

The Contractor shall submit Vehicle Downtime Reports (Appendix B) when a Town fleet vehicle has been taken out of service and when the vehicle returns to service.

14.3 Vehicle Cleaning (Appendix C)

The Contractor shall submit a Monthly Cleaning Affirmation (Appendix C) at the time of remitting a monthly invoice.

14.4 Fuel Consumption Report (Appendix C)

The Contractor shall submit a Fuel Consumption Report (Appendix C) at the time of remitting a monthly invoice.

14.5 Vehicle Mileage Report (Appendix C)

The Contractor shall submit a mileage report for each vehicle (Town and Proponent owned) (Appendix C) at the time of remitting a monthly invoice.

14.6 Customer/Public Complaint Report (Appendix D)

The Contractor shall submit a Customer/Public Complaints report (Appendix D) as applicable and within one (1) business day of resolution of the complaint.

14.7 Ridership Statistics (Appendix E)

The Contractor shall submit Ridership Statistics (Appendix E) at the time of remitting a monthly invoice.

15 Detours/Road Closures

The Contractor shall be responsible for the planning, implementation and supervision of all service detours. The Town of Cobourg will notify the Contractor of any upcoming detours or road closures in an appropriate time frame ahead of any possible disruptions to service. In the

event that transit stop(s) cannot be serviced due to closure, the Transportation Supervisor will arrange for the stop to be unavailable on the Pick-Up application through RideCo. Detours that effect fixed route service will be relayed to the Contractor in advance of the detour commencing. The Town will notify riders of any disruptions in service through social media, posters, website updates etc.

16 Confidentiality & Data Security:

- a) All data, regardless of form, including originals, images, and reproductions in possession of the Contractor in connection with this Contract is confidential, proprietary information owned by the Town. The Contractor shall not disclose data generated in performing any service to any third party under any circumstance, other than when requested for law enforcement purposes. All requests for disclosure shall be directed to Town personnel.
- b) Personal, financial account, or any confidential information, in electronic or hard copy format, must be secured and protected at all times to avoid unauthorized access. Minimum requirements include that Contractor will ensure any electronic files are encrypted and/or password-protected. This includes data saved to laptop computers, computerized devices, or removable storage devices.
- c) The Contractor acknowledges that information and records compiled or created under this Contract, which are in the custody of the Contractor, are subject to the Freedom of Information and Protection of Privacy Act. If a request is received for any of these records, the Contractor shall forward the information and records, at the Contractor's expense, to the Town within five (5) calendar days of notification by the Town.
- d) Wireless Internet provided on Town Transit shall be utilized solely for the purpose of the Town of Cobourg transit operations and must not be utilized for personal use under any circumstances. All records gathered by the wireless Internet service are confidential Town records and are not to be reviewed or shared by the Contractor, any sub-contractor, or their employees. Data usage reports are provided monthly by the Town's Information Technology Department, the Department will notify the Transportation Supervisor of any overages. If it is found that employees are using wireless internet for their personal use, the Contractor shall be responsible to make payment for any and all overages.
- e) Required maintenance to equipment or wireless Internet on the buses shall be completed by the Town. The Contractor shall notify the Town immediately if any equipment or wireless internet services for tablets or smart card reader are inoperable.
- f) Any breach of security or violation of Section 16 shall be reported to the Town immediately.

17 Retention & Ownership of Information:

- a) Ownership of any work, information, software, drawings, public Town materials, route information, schedules, and general records in any form related to transit services, acquired or produced under this Contract by the Contractor, or provided by the Town for use by the Contractor, is owned by the Town.
- b) The Contractor shall retain all information and records received or compiled by the Contractor in accordance with this Contract for a period of one (1) year from the date of

termination of this Contract, after which the information and records shall be forwarded to the Town.

- c) Pursuant to this Contract, the Town shall provide the Contractor with any required information for the proper performance of their obligations, and shall provide cooperation, as is reasonable, to enable to Contractor to carry out the required services.

18 Insurance & Liability:

- a) Without in any way limiting the liability of the Contractor under this Contract, the Contractor shall obtain and maintain in force, at the Contractor's expense, during the Term of this Contract the following insurance:
- i. standard automobile insurance covering owned, leased and rented automotive equipment, bodily injury and property damage insurance providing coverage of at least twenty million (\$20,000,000.00) dollars inclusive per accident for the injury to or death of one or more persons or damage to or destruction of property;
 - ii. automobile physical damage insurance coverage for collision and comprehensive damages to the vehicles operated by the Contractor, and owned or otherwise provided by the Town, including a minimum deductible of two thousand five hundred (\$2,500.00) dollars .
 - iii. a commercial general liability insurance policy per occurrence providing coverage of at least five million (\$5,000,000.00) dollars inclusive and in respect of any one claim for injury to or death of any one or more persons or damage to or destruction of property. Coverage to include:
 - non-owned automobile liability;
 - independent sub-contractors;
 - contractual liability including this Contract;
 - contingent employer's liability;
 - employee theft or dishonesty
 - broad form property damage, including mobile equipment endorsement;
 - environmental liability in the amount of not less than five hundred thousand \$500,000.00 dollars;
 - cross-liability; and
 - products and completed operations
 - iv. workers compensation coverage for all employees, if any, engaged by the Contractor in accordance with the laws of the Province of Ontario;
 - v. employer's liability insurance respecting employees, if any, of the Contractor with limits of liability of not less than two million (\$2,000,000.00) dollars per employee for each accident, accidental injury or death of an employee or any sub-contractor engaged by the Contractor; and
 - vi. such other insurance as the Town may from time to time reasonably require the Contractor to be liable for the cost of all of the insurance required to be held by the Contractor as set forth herein and for payment of all deductible amounts from such policies of insurance.
- b) The Contractor shall ensure that:

- i. all insurance coverage maintained by the Contractor in accordance with this Contract shall name the Town as an additional insured in respect to the services provided to the Town by the Contractor;
 - ii. no such insurance policy may be cancelled without the insurer providing no less than thirty (30) days written notice of such cancellation to the Town; and
 - iii. a Certificate of Insurance including the Town as an additional insured be furnished, evidencing the required insurance coverage.
- c) The Contractor shall at all times and without limitation, indemnify and save harmless the Town, its Councillors, directors, officers, employees, Contractors, agents and representatives from and against any and all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which any of the Town, its Councillors, directors, officers, employees, Contractors, agents and representatives may sustain, pay or incur or which may be brought or made against all or any of them, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct or indirect result of:
- i. the Contractor's performance or purported performance or non-performance of this Contract; or
 - ii. the failure of the Contractor to remit all applicable tax withholdings, Canada Pension contributions, employment insurance contributions and all other payments, contributions or deductions for which the Contractor is liable.

19 Dispute Resolution

- a) Disputes related to this Contract's interpretation or performance may be resolved by both parties.
 - iii. Unresolved Dispute - If both parties are unable to resolve the dispute, either party may proceed with arbitration.
 - iv. Arbitration - Upon failing to resolve a dispute, both parties shall choose to resolve the dispute by arbitration. Arbitration shall then be conducted pursuant to the Canadian Foundation for Dispute Resolution.
- b) Payments – In the case of any dispute pertaining to amounts payable pursuant to this Contract, any payments or reimbursements, plus interest accumulated as a result of the proceedings, shall be payable as of a date determined in the proceedings.
- c) Continuation of Work – Notwithstanding any dispute between parties, both parties shall continue to fulfil their obligations pursuant to this Contract.
- d) Claims for Damages – If either party to the Contract suffers injury or damage to a person or property because of any act or omission of the other party or any of its employees, agents or any other person for whose acts are legally liable, the injured party shall make a claim for damages in writing to the other party within five (5) calendar days after the injury or damage was observed.

20 Conflicts of Interest:

- a) The Contractor acknowledges that to the best of their knowledge and belief, no person has been employed or retained to solicit or secure this Contract upon the promise of any consideration.
- b) The Town reserves the right to terminate the Contract in the event the Town determines the Contractor to have an actual or perceived conflict of interest pursuant to this Contract or the RFP.
- c) If at any time the Town finds that the Contractor or designate offered or gave gratuities in any form of gift or consideration to any Town officer or employee for the purpose of securing this Contract or favourable treatment relating to this Contract, the Town may with one (1) calendar days' notice, terminate the Contractor's right to perform this Contract, and may be litigated in an Ontario court of competent jurisdiction.
- d) In the event of such termination, the Town is entitled to the same remedies against the Contractor, as could be pursued for the Contractor's default or breach of this Contract.

21 Advertising & Promotion:

- a) The Contractor will allow a Transit Advertising Vendor (Vendor) contracted by the Town access to all Town owned vehicles assigned to this Contract to install and remove advertising material and to accommodate the Vendor's need to accomplish those tasks through working space and availability of vehicles to the extent it does not unreasonably interfere with the Contractor's own duties or ability to meet revenue service.
- b) All advertising materials are subject to Town consent prior to being installed. Advertising materials shall be posted following the provisions of the individual advertising contracts between the Town and the Vendor.
- c) The Town's Vendor is responsible for repairing any damage to a vehicle that the Town deems resulted from the installation or removal of advertising material by the Vendor. The Vendor may choose to work with the Contractor to complete repairs or engage an outside source at the Town's approval. The Contractor shall develop a system to document such damage, to distinguish it from other types of damage. Such a system must include, vehicle number, area(s) needing repair, and digital pictures of the vehicle's condition. If the Contractor completes the repair work, they shall invoice the Vendor for such repairs, at a cost agreed upon between the Contractor and the Vendor, and reviewed by the Town.
- d) No advertising shall be permitted on either the Town's vehicles or the Contractor's vehicles without the Town's prior written consent.

22 Marketing and Public Relations

- a) The Town provides all maps, interior bus cards, fare media and other printed passenger information materials required for marketing the transit service.
- b) The Contractor shall distribute and/or install Town's notices, cooperate and participate in marketing, promotion, advertising, public relations, and public education programs and projects undertaken by the Town from time to time.

- c) The Town shall be the exclusive public media spokesman in connection with transportation services.
- d) The Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or third party:
 - i. the Contract, transit-related documents or their concerns, without the prior written consent of the Town except as required by law;
 - ii. any statements about the Town's transit service, without consent of the Town; or
 - iii. advertising or promotional material, without consent of the Town and the Vendor.
- e) Before taking action, the Contractor shall notify the Town of any court subpoenas, public or media requests for records, data or other information in possession of the Contractor related to performance of contract requirements, terms or conditions.
- f) The Town shall establish guidelines for communicative activities on public transit properties and assets. Under no circumstances may the Contractor or its employees distribute, or allow the placement or distribution of, any unauthorized oral, printed, or written materials on Town owned or Contractor owned fleet without the expressed written consent from the Town.

23 Contractor Requirements:

- a) The Contractor may accept concurrent Contract retainers from other parties during the Term, provided that they do not reasonably interfere, in the opinion of the Town, with the services the Contractor is required to perform under this Contract.
- b) The Contractor has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the Town, nor to bind the Town in any manner whatsoever.
- c) The Contractor shall report on a regular basis or as required by the Town, on the services provided pursuant to this Contract. The Contractor shall make available such information, including data and documents, as the Town may require from time to time relating to the obligations of the Contractor to allow the Town to evaluate the quality and progress of services provided under this Contract. Further requirements and examples of reporting documents are attached as appendices to this agreement.
- d) The obligations of the Contractor performed pursuant to this Contract shall only be performed by the Contractor or designate, who has been approved in advance in writing by the Town. Such approval may be arbitrarily withheld and which may be terminated or revoked at any time at the discretion of the Town.
- e) The Contractor is required to provide two (2) buses at a minimum that supplement the Town provided bus fleet with its own 8m low floor, ramp capability bus or Town approved equivalent equipment necessary to provide Cobourg Transit service.
- f) The Contractor shall notify the Town immediately of any and all mechanical, equipment defects or inoperable accessibility features, such as wheelchair lift, winch or wheelchair restraint systems.

- g) The Contractor shall provide a secure lost and found service for the transit system and turn over any unclaimed articles to the Town at the end of each month.

24 Operation During a Declared Emergency

In the event of a declared emergency by the Town, the Contractor must deploy operators, vehicles and support staff in a manner prescribed by the Town. The Town will compensate the Contractor during such period of declared emergency for services that exceed the normal expense of operating service under this Contract.

25 Transition of Services:

- a) Upon expiration, termination, other conclusion, or as per the Contractor's rights and obligations pursuant to this Contract, the Town may select a successor to perform the same or similar work. The Town and Contractor acknowledge that the successor may be the Contractor, another individual, firm, or entity.
- b) If the successor is an individual, firm or entity other than the Contractor, the Contractor shall cooperate fully with the successor to ensure a smooth transition associated with the operation of transit services as delineated in the Request for Proposal.
- c) The Contractor shall:
 - i. share and permit the copying of all associated books and records necessary or convenient for the successor to provide transit services for the Town;
 - ii. provide the successor with original records, if required for legal obligations, and the Contractor shall keep copies of the records, as required;
 - iii. share and permit the copying of all pertinent personnel records;
 - iv. execute documents necessary to effect a transfer of all contracts, goods, services, and utilities;
 - v. not sell, transfer, convey or encumber any Town assets or any assets to be transferred to the successor;
 - vi. maintain all inventory levels necessary for the successor to continue to perform the required work;
 - vii. as directed by the Town, surrender any Town-owned real, personal, or intellectual property to the Town or to the successor; and
 - viii. inventory all property purchased or leased with Town funds, and all property which the Town has an ownership or possessory interest in, and shall include a description and location of such property.
- d) Until the date a successor assumes their position, the Contractor shall fully and conscientiously perform its obligations pursuant to this Contract, in a professional manner.
- e) If the Town elects to perform the same or similar work using Town resources, the Contractor's duty of cooperation, as noted above, shall extend to the Town as the successor.

26 Emergencies:

- a) The Contractor acknowledges in an emergency situation the Town may take whatever action or measure necessary to eliminate the emergency, which may include requiring the Contractor to provide labour, services, equipment or materials, as they relate to the provision of transit services.

27 Notices:

- a) For the purposes of this Contract, the addresses of the parties are:

TOWN OF COBOURG

Attention: Transportation Supervisor

740 Division St

Building 7 Public Works

Cobourg, ON K9A 0H6

and

NAME OF CONTRACTOR

Attention:

ADDRESS OF CONTRACTOR

- b) Any communication, notice or service of documents required to be made during the course of this Contract will be sufficient if delivered by hand or mailed to the abovementioned addresses. Notice given in any such manner shall be deemed to have been received on the day of delivery or upon the third day after the date of mailing, provided that normal postal service is available at the time of mailing and for three (3) days thereafter.
- c) Notice may be sent by facsimile or through e-mail, followed by receipt of the notice via regular or registered mail.
- d) In the event of disruption of normal postal services, the party giving notice hereunder shall be required to ensure delivery of the notice is carried out by other methods.
- e) Either party may change its mailing address or the contact person to receive notice by notifying the other party as provided in Section 26.

28 Interpretation:

- a) The parties acknowledge and agree that the provisions of this Contract, which by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiration of the Term, and shall not be merged therein or therewith.
- b) Severability - If any portion of this Contract is declared invalid by a court of competent jurisdiction, then the invalid portion shall be severed and the remainder of the Contract shall be deemed valid.
- c) Force Majeure:
 - i. Except for payment of all amounts due, neither party shall be liable to the other nor deemed in default under this Contract, if the Contractor's performance of this

Contract is prevented by a force majeure, such as an occurrence beyond the control and without the fault of the Contractor.

- ii. Force majeure does not include late performance by the Contractor or sub-contractor, unless the delay was beyond their fault or control.
 - iii. If either party is delayed in the progress of the work by a force majeure, the delayed party shall notify the other party in writing as soon as practical, of the delay and specific causes. The notice must be emailed or sent via registered mail, and must make a specific referent to this provision. The delayed party shall endeavor to end the delay as soon as practicable, and shall notify the other party upon completion of the delay.
 - iv. The time of completion shall be extended by an Amending Agreement for the period of time the delay prevented the delayed party from performing the requirements of this Contract.
-
- d) This Contract constitutes the entire Contract between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, contracts or conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Contract.
 - e) This Contract may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.
 - f) This Contract shall ensure to the benefit of and be binding upon the parties herein and their respective heirs, successors and assigns.
 - g) Revenue Services Hours is of the essence in this Contract, and if either party shall fail to perform the covenants on their part, to be performed at fixed times or alternatively within a reasonable time for the performance thereof under the terms of this Contract, the other party may elect to terminate this Contract.
 - h) If any term, covenant or condition of this Contract or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Contract shall be valid and shall be enforceable to the fullest permitted by law.

IN WITNESS WHEREOF the parties have executed this Contract as of the date first above written.

In the absence of a corporate seal, an Affidavit of Execution and Affidavit Verifying Corporate Signing Authority shall be completed in full and shall form part of this Contract.

Town of Cobourg

Mayor, Town of Cobourg

Director, Legislative Services

CONTRACTOR

Witness

Witness



APPENDIX A
INCIDENT REPORT

Incident Details	
Vehicle ID: Town Owned <input type="checkbox"/> Contractor Owned <input type="checkbox"/>	Description of Incident:
Driver Name:	
Date of Occurrence:	
Time of Occurrence:	
Weather Conditions:	
Location:	



Vehicle Information	
Other Vehicles Involved:	
Plate Number:	
Make of Vehicle:	
Vehicle Owner:	
Owner Insurance Info:	

Police Investigation Details:	
Cobourg Police Investigate?	Yes: <input type="checkbox"/> Comments: No: <input type="checkbox"/> Comments:
Incident Number:	
Officer Badge Number:	

Property Damage Information	
Property Damage Involved:	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Personal Injury Involved:	Yes: <input type="checkbox"/> If yes, please fill out below information No: <input type="checkbox"/>

Name/Address/Telephone Number and Details of Injured Persons:



DRIVER'S COMMENTS:

Driver's Name	Driver's Signature
---------------	--------------------

Submit this report to the Town within two (2) business days of the accident/incident

(The Operator may choose to use an Incident Report currently in use within their own system subject to approval from the Town of Cobourg.)



APPENDIX B
VEHICLE DOWNTIME REPORT

Cobourg Transit Vehicle Downtime Record	
Date:	
Time:	
Unit # Down	
Downtime Reason:	
Replacement Unit #	
Date expected back in service:	

Cobourg Transit Vehicle Return to Service	
Unit #	
Date and time that unit is back in service	

Operator Comments:

(The Operator may choose to use a Vehicle Downtime Report currently in use within their own system subject to approval from the Town of Cobourg.)The Contractor shall notify the Town immediately upon a vehicle being taken out of service and again when the vehicle is back in service.

Notification can be made after completing Appendix B and emailing the report to rchampagne@cobourg.ca



APPENDIX C

**MONTHLY CLEANING AFFIRMATION, MILEAGE AND FUEL CONSUMPTION
REPORT**

Reporting Period	
Month:	

Unit #	Mileage
Unit #	
Unit #	
Unit #	
Unit #	
Unit #	
Unit #	
Unit #	

Daily Cleaning Checklist	Completed Y/N
Collect trash and dispose of same	
Collect any items that have been left on-board by passengers and submit them to the Operations Supervisor.	
Disinfect driver compartment, including armrests, dash controls, steering wheel, dashboard etc.	
Wipe down and disinfect all high touch passenger areas including, stanchions, grab bars, sneeze guards, and driver barriers.	
Vacuum floors and mop all floors using disinfectant.	
Inspect exterior to ensure a professional appearance – wash as necessary	
Inspect vehicle wheels/rims to ensure a professional appearance – wash/wipe as necessary.	

*Please indicate that the above was completed daily by indicating Y/N.

****All disinfectant must be approved by Health Canada and the Town of Cobourg.***



Weekly Cleaning Checklist	Completed Y/N
Interior window cleaning (including windshield)	

*Please indicate that the above was completed weekly by indicating Y/N.

Weekly Cleaning Checklist – Exterior (at least 2 times per week)	Completed Y/N
Wheels/rims cleaning (remove break dust, road dirt, salt and grease)	
Back-end cleaning (removing exhaust soot)	
Washing exterior of the vehicle	
Washing windows and mirrors	

*Please indicate that the above was completed at least twice weekly by indicating Y/N.

Bi-Annual Cleaning Checklist – Interior and Exterior	1st Event (Date)	2nd Event (Date)
Engine Shampoo		
Vehicle upholstery shampoo/steam clean		

*Please indicate that the above was completed bi-annually by providing the date.

Unit #	Fuel Consumption Report (operator owned vehicles)
Unit #	
Unit #	
Unit #	
Unit #	
Unit #	
Unit #	

(The Operator may choose to use a Cleaning, Mileage and Fuel Consumption Report currently in use within their own system subject to approval from the Town of Cobourg.)



COMMENTS:

Submitted by: _____

Appendix C shall be submitted at the time of remitting a monthly invoice.



APPENDIX D
CUSTOMER/PUBLIC COMPLAINT REPORT

Responses to the complainant are required within three (3) days of the complaint

Customer/Public Complaint Incident Information	
Date:	
Time:	
Occurrence/Incident Details Recorded	
Date:	
Time:	
Details Recorded by:	
Complainant Information	
Name	
Telephone	
Email:	
Address	
Statement of Issues	
Contractors reply to the statement of issues above:	



Findings of fact:
Description of Remedy (Contractor):
Description of Remedy (Town):

Date: _____

Completed by: _____

Appendix D shall be submitted to the Town within one (1) business day of resolution of the complaint.

ATTACHMENT 2



TOWN OF COBOURG

POLICIES & PROCEDURES

'WHEELS'

SPECIALIZED TRANSPORTATION SERVICE

WHEELS Service – Policies & Procedures



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APPENDIX A – WHEELS APPLICATION

APPENDIX B – WHEELS SERVICE OPERATING HOURS

APPENDIX C – RIDERSHIP FARES

WHEELS Service – Policies & Procedures



Introduction

The Town of Cobourg operates conventional as well as specialized transit service called WHEELS. WHEELS is an origin-to-destination service for those who, due to a functional limitation are unable to travel to/from a conventional Transit stop.

The WHEELS Service is:

- A scheduled pre-booked bus, shared ride, origin-to-destination service
- A service intended for people who, because of their disability, cannot ride the regular conventional service
- Only for those riders who are travelling within the town limits of Cobourg
- Suitable for customers using a wheelchair, scooter, cane, walker and most types of mobility aids.
- This service is intended for all persons with a disability, including but not limited to physical impairment, sensory impairment, cognitive impairment, mental illness, and various types of chronic disease.

The WHEELS Service is NOT:

- A taxi service
- A medical carrier
- Meant to replace Cobourg Transit's regular conventional service when it is not operating or not convenient
- A service for seniors without a disability

A Shared Ride is defined as:

- Other riders may be on board during the trip to your destination;
- The route of travel may be altered so another rider(s) can be accommodated;
- The vehicle may stop and pick up other riders as it travels to your destination in order to maximize the transportation needs of all WHEELS members. For this reason, travel times may be similar to conventional transit.

Eligibility / Application Process

WHEELS Specialized Transit is intended for persons who, due to a functional limitation, would be physically unable to utilize an accessible conventional public transit service or travel a distance of 175 meters (approximately 575 feet or a city block).

Eligibility is not based on a particular disability, age, income or lack of available public transit in an applicant's area. Eligibility is not for those who find it more difficult or are unwilling to use the conventional public transit system. Specialized Transit is not an

WHEELS Service – Policies & Procedures



attendant care service. Passengers whose medical conditions require specific transportation (i.e. extreme fragility requiring transportation below regular speeds or inability to remain on the vehicle for up to one hour or inability to maneuver their own mobility device) need to contact a non-emergency medical carrier for transportation.

If you are considering your eligibility for Specialized Transit, please note that the WHEELS service is limited in capacity and intended for those with the least amount of ability. Please consider that you may be able to use Cobourg's accessible conventional transit system which utilizes fully accessible buses.

In order to be eligible for WHEELS, all users must first submit an application form which will be reviewed by the Public Transit Administrator, in compliance with the approved Categories of Eligibility, which are as follows:

There are three (3) categories of eligibility for which the Applicant can apply for which include:

1. **Unconditional:** A Person with a Disability that prevents them from using the accessible conventional transportation services,
2. **Temporary:** A Person with a Disability that prevents them from using the accessible conventional transportation services on a temporary basis (ex. a person having knee replacement surgery),
3. **Conditional:** A Person with a Disability where environmental or physical barriers limit their abilities to consistently use conventional transportation services, such as persons with a visual disability, persons who use assistive devices for mobility, especially during the winter conditions, and/or Persons with Disabilities that may have periods when their condition worsens.

If your application has been approved, you will be eligible to book trips on WHEELS. People who are permanently disabled and are eligible for WHEELS receive a permanent registration, with renewal required every 3 years. Exceptions to the renewal process will be made on a case-by-case basis in consultation with the WHEELS rider and their physician.

However, others who may only need WHEELS during a period of rehabilitation may submit an application. If approved, they would be registered on a temporary basis for a specific period of time at the end of which their registration and eligibility will also end. An extension will be granted pending a re-application.

Persons wishing to use WHEELS service must submit a WHEELS Application (Appendix A) which is available at Victoria Hall or the Public Works Joint Operations Facility or online at www.cobourg.ca

WHEELS Service – Policies & Procedures



Once completed, the application can be submitted to the following locations:

Town of Cobourg
Victoria Hall
55 King Street West
Cobourg, ON
K9A 2M2

Public Works Joint Operations Facility
740 Division Street
Building #7 Northam Industrial Park
Cobourg, ON
K9A 0H6
Fax: 905 372 0009
Email: transit@cobourg.ca

Once the Application is reviewed by staff, you will be contacted by letter of your approval/denial for using the service.

Appeals Process

An appeal process is available to any person who is denied eligibility for WHEELS services, or who disagrees with an eligibility decision. All appeals must be filed in writing to the Town of Cobourg municipal office.

Appeals must be made within sixty (60) days of the receipt of Cobourg WHEELS letter advising of eligibility for WHEELS service.

Appellants are encouraged to note in their appeal letter, reasons why they believe that the decision does not accurately reflect their ability to use conventional transit services (Cobourg Transit).

Visitors

Cobourg WHEELS will provide service to any person visiting Cobourg who meets the eligibility requirements and is an active registrant of another accessible system. Verification of eligibility and registration with another accessible system is required.

Hours of Operations

To book a ride, please call the Cobourg Transit dispatch centre at 905-373-0582. Hours of operations have been included in Appendix B.

Reservations / Bookings

The Town of Cobourg will make every effort to accommodate your trip request. Bookings are offered on a first come first serve basis and it is recommended that trips are to be booked at least 24 hours in advance, where possible. WHEELS bookings have a 30 minute window, for example if you need to arrive at a location by 3:00 p.m. the dispatch

WHEELS Service – Policies & Procedures



service will book your pick up time anywhere between 2:30 p.m. and 3:00 p.m. Please be sure to tell dispatch the time that you need to arrive at your destination.

*Bookings are available for WHEELS members only and membership is not interchangeable with family members or friends.

There are three (3) kinds of trip bookings that can be made:

1. Subscription/Pre-Booked: These are regular trips that occur at the same time of day, on the same day, for a minimum of at least 4 weeks. Examples of this type of trip are dialysis, therapy appointments, or any appointment that repeats each week on the same day at the same time.

2. Reservation: These are trips not taken regularly and recommend an advance booking of 24 hours up to one (1) week in advance. Examples are weekly shopping, etc. Exceptions will be made for medical appointments.

3. Same Day Trips: Passengers may use Same Day Trips for unplanned outings. Wheels does not guarantee rides on short notice but endeavors to provide accommodation should vehicle capacity or scheduling allow or when cancellations occur. To book a Same Day Trip request, passengers may call WHEELS during regular dispatch service operational hours as noted in Appendix B.

When booking a ride on WHEELS, please have the following information ready:

- Your Name (first/last)
- Date you need transportation
- Requested arrival time at destination (ie. Appointment time)
- Address of pickup and accessible entrance (specific location required)
- Address of destination and accessible entrance (specific location required)
- Will you be bringing a companion?
- If your application indicates that an attendant or hand to hand attendant is required, will the attendant be available at the time of your booking?
- Whether you will be using a wheelchair or other mobility device
- Pickup time for your return trip

Notifications

When applying for WHEELS you will be asked to provide a primary phone number and email (if available) to receive notifications regarding your trip. You will be contacted with an estimated time of arrival when the bus is on route to your pick up location.

WHEELS Service – Policies & Procedures



Late Cancellations / No Shows

Given the high demand for specialized transit service, it is crucial that customers call and cancel their trip as soon as they no longer require it. Your consideration to cancel well in advance will allow us to accommodate other passengers in need. Persons who do not respond within five (5) minutes of the WHEELS driver arriving at the door shall be deemed a “no show”.

Excessive cancellations with less than 24 hours notice and/or failing to show for a scheduled bus may result in progressive actions up to and including limitations on booking privileges.

** Note: When a passenger is a “No Show” for a scheduled bus, their remaining trips for the day are automatically cancelled.

Passengers are to be ready 15 minutes before their scheduled pick-up time. Drivers may arrive within a “window” of 5 minutes BEFORE or AFTER your booked pick-up time. To ensure other passengers are not inconvenienced, drivers are not required to wait more than 5 minutes at pick up locations provided the bus arrives within the allowable “window” time.

Drivers do not accompany passengers inside the building entrance, nor are they required to ring a buzzer or doorbell to inform riders of their arrival, nor search when the passenger is not at the exterior entrance. The passenger is to be ready at the exterior door or curbside including having any coats, boots etc. already on.

Rider Attendants / Companions

A Personal Attendant (“PA”) is a mandatory support person who is capable of providing the rider with care and assistance beyond what the driver is required to provide.

A rider will require a PA to accompany them on the bus under these conditions:

- If the passenger is unable to travel independently beyond the door of the pick-up or drop-off location
- If the passenger is unable to be left alone
- If the passenger requires supervision on board the vehicle during transport
- If there is a risk of the passenger leaving the vehicle while the driver is escorting other passengers to and from the vehicle
- If the medical professional has deemed on the application that the client requires an attendant

All PA’s travel at no charge, but must board and disembark at the same location as the passenger, and travel with the passenger at all times. WHEELS drivers are not Personal

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Attendants. WHEELS passengers cannot be Personal Attendants for another WHEELS passenger.

A Hand-to-Hand Attendant is required for riders who need supervision at the point of departure and arrival but are able to travel safely on the bus alone. The Hand-to-Hand Attendant must be present to assist riders with all boarding and disembarking at the point of departure and arrival, they are not required to ride the bus.

A Hand-to-Hand Attendant is required under these conditions:

- If the passenger cannot maneuver his or her wheelchair on his or her own
- If the medical professional has deemed on the application that the client requires a Hand-to-Hand Attendant

The need for a PA or Hand-to-Hand Attendant must be identified on the application form. In the event that the WHEELS Driver is not able to provide the required assistance to the rider or the rider's function changes enough to require an attendant, the Town reserves the right to request the rider to resubmit a new application with updated information. If a rider is identified as needing a PA to ride the vehicle and he/she is not accompanied by a PA upon arrival of the WHEELS vehicle, or the PA is not qualified, then the driver will not be permitted to allow the rider to board the vehicle. The driver will immediately notify dispatch for instructions.

Specialized Transit Drivers are not Personal Attendants – if an applicant requires extra support getting on/off of a bus or beyond the accessible entrance at their destination, they must provide their own Personal Attendant.

Companions

In addition to an attendant, you may also travel with a companion (voluntary spouse, partner, friend or family). If a companion will be accompanying you, please notify the dispatcher when you make your trip reservation as they must reserve a seat for the companion as well. A companion is required to pay their own fare when traveling with you. Companions can be WHEELS members as well and may travel when permitted space is available and when it does not result in other WHEELS members being denied service.

Fares

WHEELS and conventional accessible transit fares are attached in Appendix C.

WHEELS Service – Policies & Procedures



Shared Rides

The Town of Cobourg through its paratransit demand software optimizes trips based on appointment times and locations in order to accommodate more riders per trip. An estimate of your trip duration will be provided to you upon booking your trip.

Driver / Passenger Responsibilities

Drivers Will:

- Be responsible for the safe and efficient operation of specialized transit vehicles.
- Make their presence known at the pick-up locations.
- Provide light assistance such as walking with you to and from the bus and to the closest accessible exterior door, opening doors.
- Verbally guide you with the positioning of your mobility aid on the vehicle lift/ramp and operate the lift/ramp.
- Assist with boarding and disembarking off the bus, as needed and within reason.
- Safely secure your mobility aids and all belts and/or seatbelts.
- Ensure they arrive at the proper accessible entrance at your pick-up and drop-off location.
- Maintain their schedule as best possible.

Drivers Do Not:

- Do not park on private driveways.
- Make repairs or adjustments to mobility aids.
- Help you up or down stairs or lift wheelchairs/scooters up or down stairs.
- Carry parcels, groceries, baggage, or personal effects.
- Report to reception, specific stations or other medical locations to find you.
- Unlock doors, enter private homes or wait for someone to arrive to open the door.
- Wait more than 5 minutes past your scheduled pick up time.
- Assist you with fare payment by looking into bags, backpacks, coats or other.

Passenger Responsibilities:

- Must be ready at the nearest accessible door 15 minutes before your scheduled pick-up time. You are expected to board the vehicle once it has arrived. Remain seated while the vehicle is in motion.
- Must have your pass displayed or exact fare ready for the Driver when boarding.
- Must cancel rides well in advance. If you are not able to make your trip time or you must cancel, please do so as soon as possible. This will avoid Late Cancellations / No Shows service suspensions and allow others to use the time.
- If you are feeling sick or unwell, please cancel to avoid spreading illness.

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- Be on time. If you are more than 5 minutes late, the bus will have to proceed to the next scheduled ride and a Late Cancellations / No Shows service suspension may be implemented.
- Expect to share your ride with other passengers and expect a longer ride than if travelling by taxi or car.
- If attending an appointment, inform medical professionals that you are using the service, so that they may assist by keeping you on time.
- Be considerate and courteous of the Driver and other passengers at all times.
- For the health and comfort of Drivers and riders, kindly avoid excessive odors or scents.
- Have a clear accessible path to your door before pick-up and drop-off times, even in the winter months. Safe access to your property is your responsibility. Inaccessible paths may result in refusal of service.
- Keep all personal and health information up to date, including your phone number and address.
- Keep groceries/parcels and personal belongings to a safe and manageable amount (recommend a maximum equivalent of two (2) large bags). Riders must plan to have a companion or Personal Attendant accompany them if the trip is intended to transport many parcels/groceries. Failure to comply may result in a suspension of service.
- Abusive language/conduct will not be tolerated on WHEELS vehicles. Failure to comply may result in a suspension of service.
- If you must travel with a Personal Attendant, you must provide your own Personal Attendant for all trips. One Personal Attendant is permitted to travel at no cost.

WHEELS Service – Policies & Procedures



APPENDIX A – WHEELS APPLICATION

WHEELS Service – Policies & Procedures



APPENDIX B – WHEELS SERVICE OPERATING HOURS

WHEELS dispatch service operating hours:

8:00 a.m. to 9:00 p.m. Monday to Friday
8:15 a.m. to 6:45 p.m. Saturday
8:45 a.m. to 3:45 p.m. Sunday

WHEELS bus service operating hours:

6:15 a.m. to 9:00 p.m. Monday to Friday
8:15 a.m. to 6:45 p.m. Saturday
8:45 a.m. to 3:45 p.m. Sunday

*Statutory holiday operating hours are subject to change and advance notification will be provided.

WHEELS Service – Policies & Procedures



APPENDIX C – RIDERSHIP FARES

WHEELS cash fares are \$2.50 per trip.

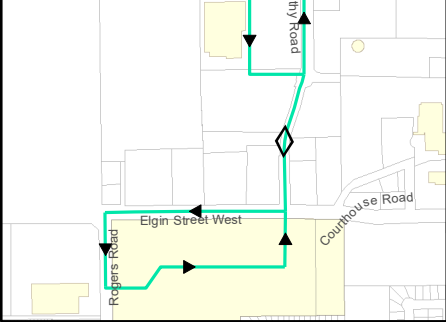
The following are the prices for monthly passes:

Passes	Pricing
Adult	\$65.00
Student	\$48.75
Senior	\$48.75
10 Ride Pass	\$25.00
20 Ride Pass	\$50.00

****As of January 1, 2024***

ATTACHMENT 3

Port Hope Express Shuttle



On Demand Transit

- ⊙ Transit Shelter
- Transit Stop
- ★ Terminal

Bookings

Phone: 905-373-0582
 Online: <https://book.pickup.rideco.com>
 App: Pickup On Demand

Bus Fares & Passes

Exact Cash Fare - \$2.25
 Lots of 10 Tickets - \$22.50
 10 ride pass - \$22.50 / 20 ride pass \$45.00
 Adult Monthly Pass - \$62.50
 Student Monthly Pass - \$48.75
 Senior Monthly Pass - \$36.25
 Children 5 and under ride for free

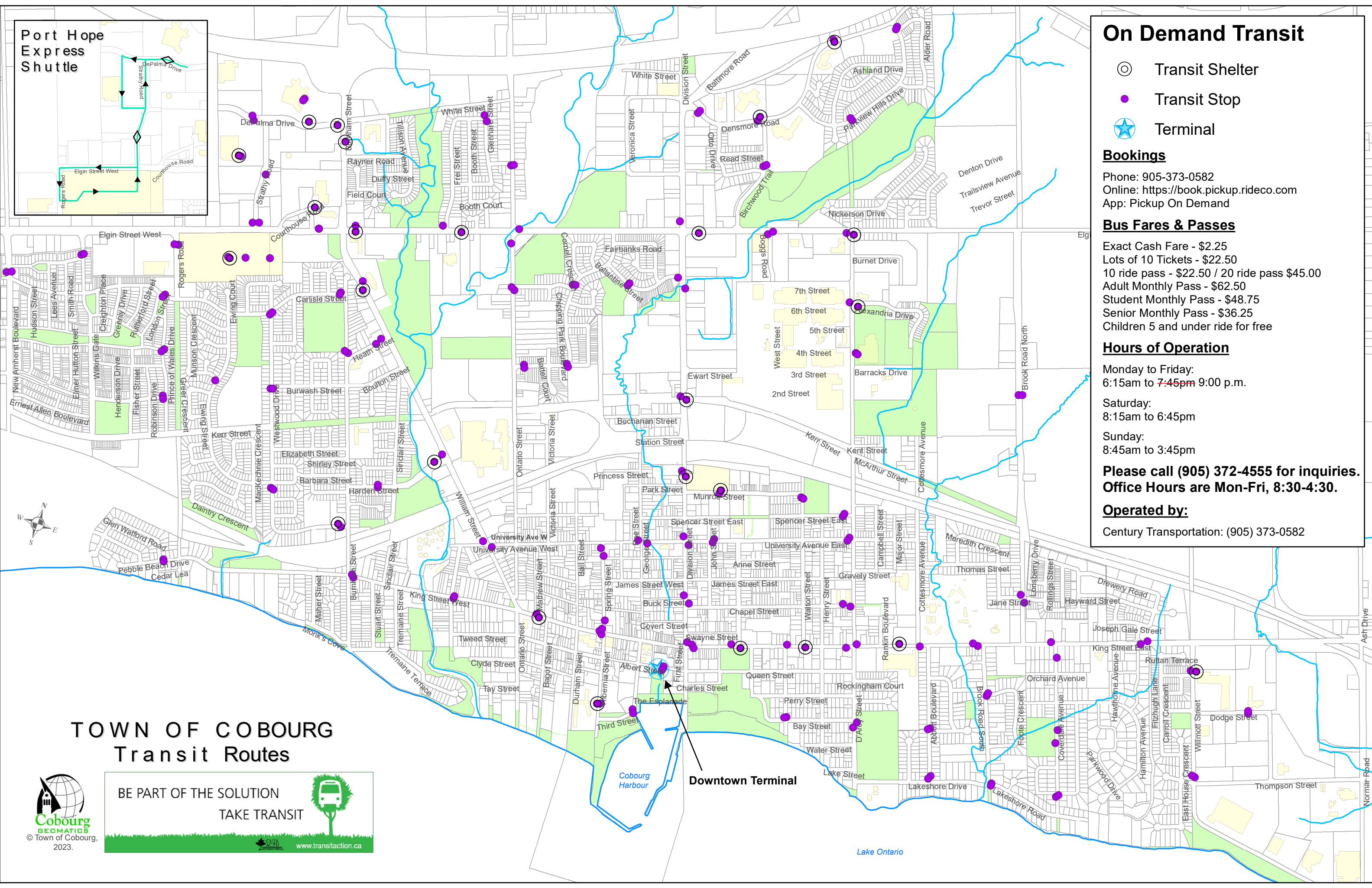
Hours of Operation

Monday to Friday:
 6:15am to 7:45pm 9:00 p.m.
 Saturday:
 8:15am to 6:45pm
 Sunday:
 8:45am to 3:45pm

Please call (905) 372-4555 for inquiries.
Office Hours are Mon-Fri, 8:30-4:30.

Operated by:

Century Transportation: (905) 373-0582



**TOWN OF COBOURG
 Transit Routes**



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www.transitaction.ca

Downtown Terminal

Lake Ontario

ATTACHMENT 4



ATTACHMENT 4 FARE STRUCTURE

2023 Fare Structure

Types of Fares and Passes	Fee
Cash fare	\$2.25
Adult monthly pass	\$62.50
Senior monthly pass	\$42.50
Student monthly pass	\$48.75
20 Ride Pass	\$45.00
10 Ride Pass	\$22.50
Tickets (sheet of 10)	\$22.50

On January 1, 2024, the following increases will be in effect:

Types of Fares and Passes	Fee	Increase
Cash fare	\$2.75	\$0.50
Adult monthly pass	\$65.00	\$2.50
Senior monthly pass	\$48.75	\$6.25
Student monthly pass	\$48.75	No increase
20 Ride Pass	\$55.00	\$10.00
10 Ride Pass	\$27.50	\$5.00
Tickets (sheet of 10)	\$27.50	\$5.00

The Town of Cobourg may increase/decrease fares and passes at the direction of Cobourg Municipal Council. The Town of Cobourg will notify the Contractor of all fare increases/decreases at least two (2) weeks prior to going into effect.

Passes can be purchased online at www.cobourg.ca/transit or at Victoria Hall 55., King St W Cobourg.