



Request for Proposal (RFP) for

Promoting Accessibility for the Community
Everywhere (PACE TRANSIT) Transit Service

RFP NO.: 2022-11-01

DATE RFP ISSUED: November 1, 2022

CLOSING DATE AND TIME: **November 17,**
2022 @ 4:00 pm

PURPOSE

The primary objective of this Request for Proposals (the "RFP") is an invitation by the Town of Innisfail (the "Town") to submit **non-binding proposals** for the provision of PACE Transit Service within the Town limits and in the surrounding area.

The aim of the resulting agreement is to provide a cost-effective, accessible, and flexible, inclusive public transportation service across the entire Town and into Red Deer using PACE Transit local and regional routing of trips from Innisfail to Red Deer using the proponent's fleet of two inclusive units. The 2-year contract would involve testing different time spans of service to match the Service with local demand.

CLOSING TIME AND ADDRESS FOR PROPOSAL SUBMISSION

The submission shall be sealed and labeled with the Proponent's name, RFP title and number.

Submissions can be received by electronic mail, regular mail, courier or in person to:

Town of Innisfail
4943 53 Street
Innisfail AB T4G 1A1

Attention: Meghan Jenkins
Reference No.: 2022-11-01

On or before the following date and time:

Time: 4:00 p.m., local time
Date: November 17, 2022

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) may not be grounds for an extension of the Closing Time.

AMMENDMENTS TO PROPOSALS

Proposals may be revised by written amendment at any time before the Closing Time but not after.

INQUIRIES

All inquiries related to this RFP should be directed in writing to the person named below (the "Town Representative"). Information obtained from any person or source other than the Town Representative may not be relied upon.

Name: Meghan Jenkins
E-mail: Meghan.jenkins@innisfail.ca

Inquiries should be made no later than three (3) business days before Closing Time. The Town reserves the right not to respond to inquiries made within three (3) business days of the Closing Time. Inquiries and responses will be recorded and may be distributed to all Proponents at the discretion of the Town.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the Town Representative. If the Town determines that an amendment is required to this RFP, the Town Representative will issue an addendum. No verbal conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

OPENING OF PROPOSALS

The Town will not open Proposals at a public opening.

ACCEPTANCE OR REJECTION

1. A single response (for example, a Proposal from only one supplier to this RFP) may be deemed a failure of competition, and at the sole option of The Town, the RFP may be cancelled.
2. The Town reserves the right to cancel this RFP in its entirety after the advertised closing date if all qualified bids exceed The Town's allocated budgets or if the scope of The Town's requirements changes.
3. A Proposal may be rejected based on the Proponents' past performance, financial capabilities, completion schedule or failure to comply with Federal, Provincial or Municipal legislation.
4. As it is the purpose of The Town to obtain a Proposal most suitable to the interests of The Town and what it wishes to accomplish, The Town has the right to waive any irregularity or insufficiency or noncompliance in any Proposal submitted and to accept the Proposal which it deems most favorable to its interests or to reject all Proposals and cancel the RFP.
5. The Town reserves the exclusive right in its sole discretion:
 - to accept the Proposal which it deems to be most appropriate and
 - to waive any deviations in the Proposal.
 - to accept a Proposal submitted as a partnership between 1 or more potential Proponents;
 - to reject all Proposals and to invite new Proposals for the services required;
 - to increase, decrease, delete, or vary any portion of the work;
 - to reject Proposals which in its opinion are clearly non-viable from an implementation, operational, environmental, scheduling, technological, or financial point-of-view;
 - to reject Proposals where there are significant omissions of required information as they relate to desirable requirements;
 - to reject Proposals which have conditions attached, which are not authorized by the RFP;

- to reject Proposals where there is a failure to provide satisfactory references or to meet servicing requirements;

PROPOSAL PRICES

1. All prices proposed shall be in Canadian Currency. If not stated otherwise, The Town will assume that prices quoted are in Canadian funds.
2. Prices will include all applicable taxes, duties and costs of packing, cartage and transportation and other charges, unless otherwise expressly stipulated.
3. Goods and Services Tax (GST) shall not be included in quoted prices.
4. Unless specified otherwise by the Proponent, The Town will assume the Proposal to be firm for acceptance within 90 days of proposal closing.

EVALUATION TEAM

The Evaluation Team may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Team may make such requests to only selected Proponents. The Evaluation Team may consider such clarifications or additional information in evaluating a Proposal.

PROONENTS EXPENSES

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Town or its representatives and consultants, relating to or arising from this RFP. The Town and its representatives, agents, consultants and advisors will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.

NO TOWN OBLIGATION

This RFP does not commit the Town in any way to select a Preferred Proponent, or to proceed to negotiations for a Contract, or to award any agreement, and the Town reserves the complete right to at any time reject all Proposals, and to terminate this RFP process.

NO CONTRACT

By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contract of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town, its elected or appointed officials or employees. The Town may rely on such disclosure.

CONFIDENTIALITY

All submissions become the property of the Town and will not be returned to the Proponent. Full details of all submissions will be held in confidence by the Town unless otherwise required by law. Proponents should be aware the Town is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* of Alberta.

INSURANCE REQUIREMENTS

The Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to The Town the following insurance policies:

1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:
 - Include the Town of Innisfail as an additional insured
 - Include a cross liability clause;
 - Products and Completed Operations Endorsement;
 - Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
 - Contractors Equipment Floater Endorsement for full replacement costs.
2. The said insurance policies shall include provision for The Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.
3. The Contractor shall provide documentary evidence in a form satisfactory to The Town of the above mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.
4. The Contractor and not The Town shall be responsible for any deductible that may apply in any of the said insurance policies.
5. The insurance requirements detailed here are considered to be the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.

WORKPLACE SAFETY AND WCB :

- The successful bidder shall furnish a WCB Clearance Certificate indicating their WCB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work. The bidder further agrees to maintain their WCB account in good standing through the contract period.
- If the successful bidder is a self-employed individual, partner or executive officer who does not pay WCB premiums and is recognized by WCB as an ‘independent operator’ a letter from WCB acknowledging independent contractor status and confirming that WCB cover is not required must be provided to the Municipality prior to commencement of work.

HEALTH AND SAFETY: All work performed under this Contract must be carried out in accordance with

the Municipality's Health and Safety Policy and any federal and provincial health and safety legislation and regulations. Failure to comply with this condition will be considered a breach of contract.

PERMITS, LICENSES AND REGULATIONS: The Bidder shall apply for all necessary permits and licenses, approvals and consents required for the execution of the work. The Bidder shall give all necessary notices and pay all fees required by law and comply with all laws, bylaws, rules, regulations, and requirements relating to the work and to the preservation of public health. The Bidder shall be responsible for the safety of all workers and equipment on the site in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities.

PROTECTION OF PROPERTY: The Contractor will be responsible for any damage that may occur relative to the execution of all operations arising from this Contract. Any damage done to the Municipality's or surrounding property must be made good to the satisfaction of the Municipality.

PROJECT SCOPE

This Request for Proposals (the "RFP") is an invitation by the Town of Innisfail (the "Town") to submit **non-binding proposals** for the operation of the Town's PACE Transit Service within the Town and surrounding communities.

The "Service" includes service operations, fleet supply and maintenance, customer support, and reporting (discussed further in Appendix A – Scope of Work). The successful Proponent will be invited to enter contract negotiations with the Town for the provision of the Service for a 2-year contract with the potential for additional 3 years of service provision. The anticipated start date for the transition of transit service is February 1, 2023, but this date is subject to change.

Any award will be subject to funding approval by Town Council, and reconfirmation of reserve contribution funding

BACKGROUND

Innisfail is one of Canada's youngest and fastest growing communities; with a population of approximately 7,985 in 2021. Ideally situated in Central Alberta, midway between Alberta's two largest urban centers, Innisfail retains the feel and security of a small-town while being only a short drive from urban amenities of post-secondary education, regional scale shopping outlets and entertainment. Outstanding recreational opportunities, a robust and diversified economy and affordable land and housing are among the factors contributing to our thriving, successful, and

dynamic community.

As the population of Innisfail increases, the expectations of the community for businesses, products, and services also increase, resulting in the need for updated and current goals and strategies as well as long range capital and operating planning to address infrastructure planning and operation results.

OPPORTUNITY

The Town of Innisfail offers a standalone transit service providing local and regional transit service for the residents in this area. The existing intermunicipal service; PACE Transport, will end on January 31, 2023. The Town would like to seamlessly transition our existing PACE Transit service standard. (see Appendix B).

OBJECTIVE

The conditions herein constitute a part of the RFP and the Proponent acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the Town under this RFP by signing the Signature Sheet. Responses submitted that do not include a signed Signature Sheet will not be considered.

All communications regarding this RFP should be sent to the Director–Meghan Jenkins at meghan.jenkin@innisfail.ca. Town will assume no responsibility for oral instructions or suggestions. Should the Proponent find discrepancies in, or omissions from the specifications, or should the Proponent be in doubt as to their meaning, the Proponent must notify the Town`s contact above which may issue written addenda.

Each Proponent must make full disclosure of any personal or business relationships with any member of Town Council, any

Executive Officer, or any Town staff member. Disclosure, if any, must be made in writing and accompany the Proponent`s response.

The law applicable to this RFP is the law in force in the Province of Alberta.

All the terms and conditions of this RFP are assumed to be accepted by the Proponent, and incorporated in the Proposal, except those conditions and provisions which are expressly excluded by

the Proposal.

Proposals shall be prepared at the sole cost of the Proponent and under no circumstances will the Town be responsible for these costs.

Proposals should adhere to the following format:

1. Executive Summary
2. Profile and Capabilities of Firm
3. Service Delivery Plan
4. Innovative and Value-Added Solutions
5. References
6. Cost Pricing
7. Signed Insurance Signature Form

PROPOSAL PRICES

All prices proposed shall be in Canadian Currency as per the example under Appendix C. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.

Prices will include all applicable taxes, duties and costs of providing the Service unless otherwise expressly stipulated. When suggesting subscription costs the Proponent will describe the costs as related to present associated industry rates.

Goods and Services Tax (GST) shall not be included in quoted prices.

Unless specified otherwise by the Proponent, the Town will assume the Proposal to be firm for acceptance within 90 days of Proposal closing.

The costs and work description shall be written in common language with descriptions manageable to a layperson.

EVALUATION CRITERIA

The Town considers the following requirements of the package submission to be of primary importance in the evaluation of bids for this RFP. Weighting points will be allocated based on the

Town's assessment of the submissions where exact numerical assessment (such as price) cannot be made. Only those requirements applicable to the bid and based on the submission will be considered. The intent is to acquire service that best meets the Town's overall requirements based on the anticipated total cost of project.

Proposals where criteria responses do not meet a minimum score of six (6) will be rejected. Award shall be based on total points resulting from the sum of the scores for each criterion multiplied by the weight assigned.

Proposals that do not meet the following mandatory requirements shall be disqualified without further consideration, subject to any rectification.

REQUIREMENTS/CRITERIA: (ALL SUBMISSIONS WILL BE SCORED ON THE FOLLOWING CRITERIA). MANDATORY CRITERIA:

- Each submission must be received on or before the closing deadline and be consistent with Submitting Proposal Instructions outlined in this RFP.
- Each submission must include a signed copy of the Submission Form (see page 27) completed in its entirety.
- The successful Proponent must have the ability to operate their fleet and manage PACE Transit bookings via phone and arrange for trip requests via a mobile application, and desktop computer version.

RATED REQUIREMENTS

Please include the following information in sufficient detail in the Proposal submission for the rated requirements to be evaluated and scored and ensure that the following outline and numbering provided is used for ease of reference by evaluators:

1. Letter of Transmittal (cover)
2. Executive Summary
3. Profile and Capabilities of Firm
4. Service Delivery Plan
5. Innovative and Value-Added Solutions
6. References
7. Cost Pricing

8. Signed Insurance Signature Form

The Town will not be limited to the criteria referred to above, and the Town may consider other criteria that the team identifies as relevant during the evaluation process. The Town may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal. All criteria considered will be applied evenly and fairly to all Proposals.

PROFILE AND CAPABILITIES OF FIRM (25%)

- Provide the number of years the firm has been in the business of providing a similar service, including provision of vehicles, operators, use of routing software, and support services.
- Provide the resumes and qualifications for key personnel (operators, software, management and supervisors) and sub-contractors that could be assigned to our account, including identification of the single point of contact at a managerial and daily operational level.
- Describe your ability to be flexible in shifting or adding resources to respond to fluctuations in demand for the Service.

SERVICE DELIVERY PLAN (45%)

- Provide a comprehensive Service Delivery Plan that fully describes how you will provide all aspects of the Service outline in Appendix A – Scope of Work, including:
 - front- and back-end software user interfaces;
 - trip booking experience;
 - expected wait times;
 - expected trip times;
 - expected ridership numbers;
 - potential to offer 'Mobility as a Service' for PACE Transit through the Town website and/ or mobile app; and
 - data collection, ticket sales/tracking and reporting.
- Describe your available short-term leasing and purchase program, either for used or new units.
- Describe your training program for company personnel to ensure qualified, knowledgeable,

and skilled personnel with excellent customer service skills, to achieve Service expectations.

- Describe your process of problem resolution (end-to-end).

INNOVATIVE AND VALUE-ADDED SOLUTIONS (10%)

Proponents are encouraged to supply information on new and innovative processes that they feel would be beneficial to the Town. The purpose of this evaluation component is to provide incentive in the evaluation process for innovative or value-added solutions that the Proponent proposes to bring to the Service.

REFERENCES (must provide 3)

- Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.
- It is the Proponents' responsibility to ensure the availability and appropriateness of individual reference contacts. The Town reserves the right to contact any current or previous clients not specifically listed as a reference.
- The Town will not enter into a contract with any Proponent whose listed references, in the opinion of the Town, are found to be unsatisfactory.

COSTS (20%)

- All prices proposed shall be in Canadian Currency. If not stated otherwise, the Town will assume that prices quoted are in Canadian funds.
- Provide fixed total annual price in Canadian dollars, exclusive of GST for the Service based on Base Service Spans 1 and 2 (see Appendix D– Price Costing).
- Pricing will include all costs necessary to complete the full scope of the Service. The Town will not be responsible for any additional costs or surcharges not identified.

- Proponents will also provide hourly costs and conditions for adding additional time periods to the Base Service Spans.
- Proponents must also provide vehicle insurance for the Town’s pilot leased fleet.

NEGOTIATION

The Town of Innisfail reserves the right to negotiate with any or all proponents including those proponents that have submitted a proposal that does not fully comply, either in material or non-material ways, with the RFP requirements.

EVALUATION PROCESS

Step 1 – Initial Review of Mandatory Requirements

Step 1 will consist of a review of all the mandatory requirements to determine which Proposals comply. Proposals that do not meet mandatory requirements shall be disqualified.

Step 2 – Rated Criteria Review

Step 2 will consist of a review of all compliant Proposals to determine the highest-ranking Proponent based on the rated criteria (excluding cost pricing), as set out in the Table 1. References provided may be used to re-evaluate and validate the Proposal submission but will not be scored separately.

Table 1: Initial Rated Criteria Review

Rated Criteria Category	Value	Score
Capabilities of Firm	25 %	
Service Delivery Plan	45 %	
Innovative and Value-Added Solutions	10 %	
Total Value	80 %	

Step 3 – Potential Interview

The top-ranked Proponents from Step 2 may be required to participate in an interview process which may require a demonstration of their PACE Transit Service. If an interview is required by the Town, Proposals will be re-evaluated, and the highest ranked Proponent determined

Step 4 – Pricing Review

Step 4 will consist of a review of the Proposal Pricing for the top-ranked Proponents from Step 2/3 to determine the Pricing score.

Table 2: Cost Pricing Rated Criteria Review

Rated Criteria Category	Value	Score
Cost Pricing	20%	
Total Value	20%	

Step 5 – Total Points Review

Step 5 will consist of a review of the Total Point Score to determine the top-ranked Proponent based on the criteria set out below in Table

Table 3: Total Rated Criteria Review

Rated Criteria Category	Value	Score
Capabilities of Firm	25%	
Service Delivery Plan	45%	
Innovative and Value-Added Solutions	10%	
Cost Pricing	20%	
Total Value	100%	

Step 6 – Selection

The top-ranked Proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town.

Evaluation scores and rankings are confidential and apart from identifying the top-ranked Proponent no details of the Proposal score or ranking of any Proponent will be released to any other Proponent.

Proponents should note that if the parties cannot execute a contract, the Town may invite the next-best-ranked Proponent to enter into negotiations. In accordance with the process rules of this RFP process, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. This process shall continue until a contract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

EVALUATION TABLE

Requirements/Criteria shall be evaluated in accordance with the following table and the weights assigned to each criterion:

10	Excellent. Exceeds the requirements of the criterion in superlative beneficial ways/very desirable.
9	Very Good. Exceeds the requirements of the criterion in ways which are beneficial to our needs.
8	Good. Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to our needs.
7	Fully meets the requirements of the criterion.
6	Average. Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Barely meets most of the requirements the of the criterion the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor. Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. Lacking in critical areas.
3	Poor to Very Poor
2	Very Poor. Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Very Poor to Unsatisfactory
0	Does not satisfy the requirements of the criterion in any manner.

CREDIT CHECKS

The Town reserves the right to request and receive financial information, credit checks, and performance securities from a Proponent or Contractor that will, in the Town's opinion, protect the Town's interests and/or demonstrate that the Proponent's or Contractor's business is financially sound. Failure to comply with such requests may result in a Proposal being rejected.

PERFORMANCE, ACTS AND REGULATIONS

ACTS & REGULATIONS

The Proponent as the Contractor shall comply with all requirements of those federal, provincial, municipal or other governmental bodies, agencies, tribunals or authorities having jurisdiction and lawfully empowered to make and/or impose laws, bylaws, rules, orders or regulations with respect to meeting Contractor's obligations under a Contract, including, without limitation the following:

- Town of Innisfail applicable bylaws
- Workers' Compensation Act
- Labour Relations Code
- Occupational Health and Safety Act
- Public Health Act
- Environment Protection and Enhancement Act
- Employment Standards Act
- Safety Codes Act

The Proponent as the Contractor shall abide by all rules and regulations adopted by the Town and communicated from time to time in writing to the Contractor during the term of Contract.

If the Contractor is of the opinion that the associated costs to the Contractor to comply with any such municipal policy are unreasonable and the parties are unable to agree to reasonable costs for which the Contractor is responsible, the Contractor may elect to terminate the contract in accordance with terms of Section 4, "Scope of Work" herein or to proceed to arbitration in accordance with provisions of the Arbitration Act of Alberta and determine the reasonableness and the amount of the associated costs which the Contractor should bear.

PERFORMANCE

The Town requires written confirmation by a Proponent respecting the Proponent's commitment and ability to comply with legislative requirements and industry standards. The Proposal must respond specifically to the following:

- Confirmation that the Proponent will follow all policies and procedures of the Town;
- Confirmation that the Proponent will attend safety and coordination meetings so that the Proponent may be informed of health or safety hazards at any work location;
- Confirmation of the Town's right to require the Proponent to take additional steps such as additional training or appointment of additional supervision, and the right of the Town to stop work or ultimately terminate the Contract without penalty if work is not being performed safely by the Proponent;
- Prohibition against the Proponent entering into subcontracts without prior approval;
- Confirmation of the obligation to furnish evidence of compliance with all applicable workers' compensation legislation at designated intervals, including confirmation of personal coverage by owners of the business if the owners will be performing work; and,
- Confirmation of the Proponent's obligation to indemnify the Town for any losses, including fines or legal expenses, arising from health and safety liability.

INSURANCE REQUIREMENTS

The Proponent as the Contractor shall during the term of the Contract and at its own expense maintain with Insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta and in forms satisfactory to the Town the following insurance policies:

A Commercial General Liability insurance policy for bodily injury (including death) and property

damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.00) inclusive limit for any one occurrence and such policy shall:

- Include the Town of Innisfail as an additional insured
- Include a cross liability clause;
- Products and Completed Operations Endorsement;
- Non-owned Automobile Liability Endorsement to limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
- Contractors Equipment Floater Endorsement for full replacement costs.

The said insurance policies shall include provision for the Town to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change.

The Proponent as the Contractor shall provide documentary evidence in a form satisfactory to the Town of the above-mentioned insurance policy at inception of the Contract and at each renewal date thereafter or when requested by the Town.

The Proponent as the Contractor and not the Town shall be responsible for any deductible that may apply in any of the said insurance policies.

The insurance requirements detailed here are the minimum required by the Contractor. These limits may be exceeded by the Contractor without consultation with the Town.

All policies of insurance shall include as additional insured the Town of Innisfail, its Officers, administrators, assigns, employees, agents and contractors. Such liability insurance shall contain a cross liability clause whereby the insured indemnifies each insured as if a separate policy had been issued to each. A certificate of insurance evidencing the Town of Innisfail being added as an additional insured on their policy with 30 days notice of change or cancellation of insurance.

The Proponent covenants and agrees to indemnify and hold harmless the Town, its officials, officers, employees and agents from any and all liabilities, damages, costs, claims, suits or actions caused by or resulting from the work stipulated in the RFP or in the performance of the Contract.

SECURITY CLEARANCE

The purpose of this section is to ensure that ALL Contracted employees working on this project are free of Criminal Records and Convictions for offenses against Persons, or

Property, for which they have not been pardoned. Authority to proceed with site work on behalf of the Town shall be withheld from all persons that have not fulfilled the Security Clearance requirements as specified within this section.

13.0.2 The Contractor shall, at its sole expense, obtain security clearance from the R.C.M.P. or the Calgary Police Services, and provide certified proof thereof, for all its employees assigned to work on-site, prior to that employee's commencement of work on Town identified sites.

The Contractor SHALL:

- NOT assign ANY person to perform work for the Town that is under the age of 16.
- PRIOR TO permitting ANY employee to perform work on the Contractor's behalf within the Town's Buildings, cause that person to submit an accurate and fully completed Security Clearance. A photocopy of identification satisfactory to the Town (usually a Drivers License, Immigration or Passport Documents, or other Photo bearing identification) MUST be provided and accompany the Security Clearance Form.
- NOT assign ANY person to perform work within the lands owned and managed by the Town until such time that the Security Clearance Form has been investigated and the result of that investigation is made known to the Town and the Contractor.
- NOT assign ANY person to perform work within the lands owned and managed by the Town of Innisfail that is found to have, or otherwise known by the Contractor, to have, a Criminal Record OR Conviction for offenses against persons or property (erg. theft, shoplifting, assault, sexual offenses, etc.) for which a pardon has not been obtained.
- INFORM the Town of any/all contracted employees authorized to work within the lands owned and managed by the Town that are convicted of offenses against persons or property during the term of the Contract.

FLEET AND EQUIPMENT

All vehicles shall conform to licensing under the Motor Vehicles Act in the Province of Alberta.

Any piece of equipment provided by the Contractor that exhibits a frequency of breakdowns that

impact the delivery of service under the Contract will be suitably replaced.

See Appendix A -Scope of Work section 2.6 Management of Fleet for further details.

USE OF PREMISES

The Contractor shall be responsible for any and all damage to any lands or premises (i.e. garages, fences, downspouts, sidewalks, roads) caused during the provision of services under the Contract.

The Contractor shall not jeopardize the security of any premises and shall conform to any security procedures established by the Town.

SPECIAL CONDITIONS OF PROPOSAL

REFERENCES

- Proposals must include a list of references with respect to the general reputation of the Proponent along with the Proponent's skills and qualifications necessary to diligently and properly perform the work in accordance with the Contract. References are to be from clients to whom the Proponent has supplied similar services. At least three (3) references, complete with the person to contact, their telephone number, and the type of products/services provided should be included with the Proposal.
- The Town reserves the right to check the references of any and all Proponents at any time during the RFP evaluation process. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee to determine if a Proponent is compliant with this RFP.
- The Town will not enter into a contract with any Proponent whose references, in the opinion of the Town, are found to be unsatisfactory.

14.0 LENGTH OF CONTRACT

The successful Proponent will be invited to enter into contract negotiations with the Town for the provision of the Service for a two-year period, with the potential for additional years of service provision. The anticipated start date for the transit service is February 1, 2023 this date is subject to

change.

FUNDING

The Proponents acknowledge that the Town cannot make financial commitments beyond the Town's current fiscal year. In this regard, it is understood by the Town and the Proponent that the Town shall annually make bona fide requests of its approving authority for appropriations of sufficient funds to make payments covered by any contract resulting from this RFP.

Should such funds not be approved by the approving authority, the Town shall notify the Contractor that the request for funds has not been approved and of its intention to terminate the services so affected. Such termination shall take effect thirty (30) days from the date of notification and shall not constitute an event of default.

NOTICE

Notices in connection with the Contract will effectively be given if sent by registered mail or hand delivered to:

Town of Innisfail
Attention: Meghan Jenkins, Director of Community Services
4943 53 Street
Town of Innisfail, T4G 1A1

The Contractor shall provide an address for notices upon entering into the Contract with the Town.

Any Notice sent by registered mail will be considered as having been received seven (7) days after the mailing of such.

OCCUPATIONAL HEALTH & SAFETY

For the purposes of the Occupational Health and Safety Act, the Contractor is the "Prime Contractor" as defined in the Act. It is specifically drawn to the attention of the Proponent that the Occupational Health & Safety Act provides in addition to other things that;

- "A Prime Contractor shall ensure, on a project undertaken by the Prime Contractor constructor that, the measures and procedures prescribed

by this Act and the regulations are carried out on the project.

- Every employer and every Worker performing Work on the project complies with this Act and the regulations; and
- The health and safety of Workers on the project is protected.”

TOWN PROVIDED INFORMATION

All information provided to the Proponent including quantities or any other figures are accurate to the best of the Town’s knowledge. This information is intended to allow the Proponent to ascertain the scope of the Proposal. The actual figures may vary, and the Town will not guarantee that this information is correct. Reliance on this information shall be at the Proponent’s own risk.

FIRM PRICE AND ESCALATION

To be considered, all Proponents shall keep prices firm, for the time period quoted in the Proposal. Failure to comply with this requirement shall be cause for rejection of a Proposal. Alternative price Proposals will not be considered unless the Proponent first makes an offer based on firm pricing for the term of the contract.

TOWN OF INNISFAIL BYLAWS

Copies of the applicable Bylaws are available online via Town of Innisfail website www.innisfail.ca for the information of the Proponents. Proponents acknowledge and agree that the Town may, from time to time, during the term of the Contract amend, repeal and/or replace the bylaws, as deemed appropriate.

SIGNATURE FORM

The Undersigned Company represents and warrants that it is authorized to carry on business of this nature and that it is not disabled from performing the Contract if awarded by any law of Canada or of the Province of Alberta. The Undersigned also acknowledges receipt, understands, and has taken into consideration all the information presented in this Request for Proposal. The Undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the Company and to bind it to this Request for Proposal and Contract awarded pursuant to the Request for Proposal.

The Undersigned hereby acknowledges it has thoroughly reviewed and has complied with the documents making up this Request for Proposal, which may include, Instructions for Submitting Proposal, General Conditions Of Proposal, Special Conditions Of Proposal, all drawings and specifications as may be listed in and any amendments or addenda.

The Undersigned also authorizes the TOWN OF INNISFAIL to contact any of the listed references submitted in their Proposal response.

Company Name

Date

Name and Title

Authorized Signature

THIS FORM MUST BE RETURNED WITH ANY SUBMISSION

APPENDIX 'A' - SCOPE OF WORK

The successful Proponent ("Contractor") will provide the operators, software, booking service, customer service, fuel, maintenance, supply and maintenance of the fleet and all additional support services required to deliver the Service, as further described below.

1.0 THE SCOPE OF WORK CONSISTS OF THE FOLLOWING:

- a) PACE Transit Regional/Local Service Operation
- b) Booking, and Routing
- c) Customer Support
- d) Software and Hardware
- e) Management of internal Fleet, including maintenance and storage
- f) Fleet Vehicle Supply
- g) Fare Collection (to be remitted to the Town)
- h) Reporting

2.0 CONTRACT DELIVERABLES

2.1 PACE TRANSIT LOCAL/ REGIONAL SERVICE OPERATION

2.1.1 Service Area

The Proponent will provide transportation service to citizens within an area extending north to Penhold, south to Bowden, west to Spruce View and east to Pine Lake turnoff (Highway 816) of the Town of Innisfail. All other trips within the Central Alberta region discretion of the Operator.

2.1.2 Service Span

The Service will not operate on Statutory Holidays. The span of Service and Service days are subject to change, at the Town's sole discretion. Service hours, and costs for operating on Statutory Holidays. Service Priority

2.1.3 Service Priority

Bookings will be serviced on a first come first served basis. Where

booking conflicts arise, medical appointments will be prioritized followed by bookings for priority basis with appointments for medical care followed by requests for Town of Innisfail residents, Red Deer County residents followed by other areas.

2.1.4 Operators

The Contractor will be responsible for providing operators that:

- are fully trained and qualified operators
- are well versed in the securement of mobility aids, transportation of, and assistance to people with disabilities;
- are bondable and capable of meeting security clearance requirements, criminal record check and vulnerable sector checks, including providing proof of documentation to the Town as required;
- are trained in the use of the appropriate software; and
- have a neat and professional appearance, who are readily identifiable as Contractor personnel.

The Contractor will also be responsible for supervisory staff responsible for the hiring and training of operators, personnel scheduling and all ongoing day-to-day contact with the operators.

2.1.5 Routing

The Contractor will route vehicles to meet the schedule each service day within a 15 – 30 minutes range or less.

Proponents will provide details to demonstrate how they will be able to provide the Service within the allowable average ranges. Furthermore, Proponents will provide information on the number of vehicles needed to meet the expected level of demand during peak hours and off-peak hours. The Proponent will provide details on the expected level of demand for the Town (i.e. ridership) and the number of vehicles needed to meet this demand, which will be reflected in the total cost.

2.2 CUSTOMER SUPPORT

2.2.1 Feedback and Compliant

The Contractor will be responsible for the in-take of customer complaints and feedback in-person, through the app, website, and by phone. The Contractor will be responsible for reporting to the Town on a weekly and monthly basis.

2.2.2 Education and Promotion

During the early stages of the pilot project prior to the anticipated Service launch date of January 1, 2023, and during the first year of operations the Contractor will work with the Town’s Communications Staff for promotion of the Service. The Contractor will train and educate Town staff and members of the community on the use of Service application. This will be at no additional cost to the Town, and the Contractor’s level of commitment will be developed jointly by the Town and the Contractor.

2.3 PACE TRANSIT SOFTWARE AND HARDWARE

2.3.1 Provision of Software

The Contractor will be responsible for providing software internally or through a third-party.

Proponents will provide information on the software provider and provide details on the software including front- and back-end user interfaces, data collection, and routing method

2.3.2 Potential for Mobility as a Service

The Town may work toward offering “Mobility as a Service” which would require the booking app and website to offer additional transportation options (e.g., taxi/shuttle service, regional transit, ride-sharing, ride-hailing, etc.) to be offered and booked.

Proponents will provide information on their ability or potential to offer “Mobility as a Service” through their software.

2.3.3 Hardware

The Contractor will be responsible for providing the hardware (e.g. tablets, screens, fare box, etc.) needed to provide drivers with routing, and fare collection. Additionally, the Contractor will be responsible for providing the cellular data needed to operate the PACE Transit service.

Proponents will provide information on the necessary hardware for the delivery of the Service. However, the Town will provide WIFI on board to riders and would be willing to explore a combined service option with the contractor is able.

2.4 MANAGEMENT OF FLEET

2.4.1 The Town will provide two wheelchair accessible vehicle(s) to assure efficiency for both the Town and Contractor.

The Town will be responsible for their total cost as per maintenance, fuel, storage costs, etc.

2.4.2 The Town shall:

2.4.2.1 Maintain the fleet in a safe working order, and in accordance with safety requirements of the Province of Alberta;

2.4.2.2 Provide vehicle inspections as required.

2.4.2.3 Repair damage to the fleet beyond general wear and tear. Damage resulting from driver negligence or abuse will be charged back to the Contractor.

2.4.2.4 Storage of fleet; and assure vehicles are in working order. The recommended service will allow only service animals and allow riders to have beverages only (no food), which will be for the Contractor to enforce.

2.4.3 The Contractor shall ensure:

All vehicles must be cleaned in accordance with the following schedule:

- Daily- Removal of garbage, Exterior wash (body panels, windows, lights, mirrors and wheels) interior vacuuming of seats and driver's area;
- Weekly – Cleaning of interior of windows;
- Monthly – Thorough wipe down of all interior; and
- Semi-annually – Upholstery cleaning.

2.5 FARE COLLECTION

The Contractor will be responsible for collection of fares via transit cards and cash payments. The successful Contractor will ensure correct fare is paid upon entry by the customer or that a valid pass, or ticket is presented. All fares will be remitted to the Town.

2.6 REPORTING

2.6.1 Day-to-day Service Issues

The Contractor shall report all issues relating to day-to-day Service activities to the Town. This includes but is not limited to:

- Accidents/Incidents;
- Emergency or security issues;
- Acts of violence;
- Equipment issues;
- IT equipment issues;
- Service delays and other disruptions;
- Passenger information issues; and
- Bus stop and terminal issues, including bus stop sign, waste/recycling, vandalism and washrooms.

Issues deemed to be critical or of an emergency nature shall be communicated immediately to the Town, while minor issues can be

included in a weekly report. Finally, a semi-annual report on day-to-day service issues will be provided.

2.6.2 Service Reporting

The Contractor shall provide data and reporting to the Town on the delivery and demand of the Service.

- Ensure that all reports and data to be provided to the Town are complete and accurate to the satisfaction of the Town
- Collect all data and provide the Town with the required information on forms to be developed jointly by the Town and the Contractor within the agreed to submission deadlines; and
- Submit a monthly package to the Town including but not limited to:
 - Ridership data;
 - Trip, wait, and delay times;
 - Trip origin destination data;
 - Trip cancellation numbers; and
 - Customer satisfaction.

3.0 TOWN'S RESPONSIBILITIES

3.1 SETTING FARE PRICES

The Town will be responsible for setting the local transit fare, which is currently recommended at \$5.00 for a regular one-way pass. In addition, the Town will be responsible for setting reduced monthly pass prices for seniors, youth, low-income households, and adults. The Contractor will be responsible for collection of fares via mobile app, transit cards, and cash payments. While the Town will be responsible for selling passes beyond the responsibility of the Contractor (e.g. in-person monthly passes, ticket booklet, etc.). All fares will be remitted to the Town.

3.2 APPROVAL OF FLEET EQUIPMENT

The Town will be responsible for approval of the fleet of vehicles used for the Service. The Contractor may recommend upgrades to the fleet, but the final decision will be at the discretion of the Town. Note that the any fleet purchase options available for short- and long-term use, need be identified separately and will be evaluated as the Town sees fit.

3.3 BRANDING AND ADVERTISING

The Town’s Communications Staff will be responsible for overseeing the branding and naming of the Service. The Town will be responsible for contracting for external advertising management.

3.4 OUTREACH AND EDUCATION

The Town’s Communications Staff will work with the Contractor to create an education and outreach program lead by the Town.

3.5 DATA OWNERSHIP

The Town will be the sole owner of data collected through the PACE Transit service. The Contractor will work with the Town to meet the necessary requirements of a Privacy Impact Assessment (PIA).

APPENDIX 'B' - INNISFAIL SERVICE STANDARD

SERVICE FREQUENCY:

- 20 – 30 minutes average wait time for a ride booked last minute
- 20 – 30 minutes average time on the ride (one way, across town)

FLEET:

- Fleet number minimum of two wheelchair accessible vans.
- Fleet appearance - modern
- Fleet accessibility – entrance ramp and min.of 1 wheelchair PACE Transit, and accessible design (minimum of one unit with wheelchair access)
- Bicycle racks – front mounted

SAFETY AND SECURITY MEASURES:

- Security cameras
- Route sharing with family/friends (cost/privacy dependent)
- Boarding and alighting tracking

FARES, MONTH PASSES AND PAYMENT (subject to change):

- One-way fare price is \$5.00
- All payment options - cash, transit card, and app/online payments
- Reduced monthly passes for seniors, students, low-income families, and adults
- Children under 5 years old ride free

ADVERTISING LOCATIONS AND MANAGEMENT:

- Interior of unit
- Exterior of unit
- Advertising in app/website
- External advertising management

ADDITIONAL SERVICE STANDARDS:

- No pets (exception service dogs)
- Beverages only
- No child under 8 years of age can travel unaccompanied
- Free for attendants assisting riders with limited mobility
- Use transit in emergency situations

- Free transit to Town events (as directed by the Town)
- Children NOT required to be out of strollers when on the unit

RATES & FEES

1. Payment of drivers will be made by the Operator based on timesheets submitted. The timesheets must provide details of hours worked (driving & standby) and expenses claimed.
2. Service area – the PACE transportation service will provide pickup service to citizens within an area extending north to Penhold, south to Bowden, west to Spruce View and east to Pine Lake turnoff (Highway 816) of the Town of Innisfail (as shown in service area map attached)
3. Service priority – bookings will be serviced on a first come first served basis. Where booking conflicts arise, medical appointments will be prioritized followed by bookings for priority basis with appointments for medical care followed by requests for Town of Innisfail residents, Red Deer County residents followed by other areas.
4. PACE booking rates/trip are as follows:

In Town	\$5.00 one-way / \$10.00 return – per trip, multiple riders can be incorporated on a single trip. Maximum wait time 15 minutes
Red Deer, Sylvan Lake & Olds	\$50.00 – maximum wait time 2 hours
Penhold & Bowden	\$25.00
Calgary	\$250.00
All other trips	At discretion of the Operator

5. PACE Hours of Operation (subject to change)
 - a. Monday 8:30 – 4:30 pm
 - b. Tuesday 8:30 – 4:30 pm
 - c. Wednesday 8:30 – 4:30 pm
 - d. Thursday 8:30 – 4:30 pm
 - e. Friday 8:30 – 9:00 pm
 - f. Saturday 9:00 – 3:00 pm
 - g. Sunday 9:00 – 3:00 pm
 - h. Statutory Holidays no service

Alternate hours may be offered due to special events or circumstances (elections, community events). Hours may be changed upon mutual agreement between Town and operator.

APPENDIX 'D' – PRICE COSTING **EXAMPLE ONLY**

TOTAL COST BASE SERVICE SPAN 1 (EXAMPLE 1 ONLY)

Weekdays: 8:30am - 4:30pm & intermediate charter service as available

Note: This Service cost below is EXCLUDING supply of fleet units.	Number of Vehicles	Service Hours per year (for all vehicles)
PEAK HOUR Weekdays: 10:00am – 3:00pm	2	<u>1040</u> hours
OFF PEAK HOUR Weekdays: 8:30am – 10:00 am, 3:00-4:30/9:00pm, Saturdays	1	<u>1612</u> hours
Total Service Hours: (2652 max. hours)		<u>2652</u> hours

Clarification:

- Both vehicles available during peak hours, with out of Town or additional vehicle available for advance booking.

Annual Total Service Cost:	\$
Cost per Service Hour:	\$
Maximum Ridership estimate:	

Provide proposed scenarios/routing and coverage overlap attached to this sheet

Actual Photos of Units presented:

