



TOWN OF RIVERVIEW

REQUEST FOR PROPOSAL

#TC01-2017 Accessible Transportation Services

ISSUED ON: October 6, 2017

CLOSING DATE: November 3, 2017 @ 4 p.m.

1.0 INTRODUCTION

The Town of Riverview (hereinafter the “Town”) is located in southeastern New Brunswick, Canada and is home to approximately 20,000 residents. The Town is one of three communities making up the region known as Greater Moncton, encompassing the Town of Riverview and the cities of Dieppe and Moncton. The Greater Moncton region has a population of approximately 138,000. There are several rural communities nearby which rely upon the facilities and services located within Greater Moncton.

The Town of Riverview is seeking proposals from qualified vendors for the provision of accessible transportation services within the Greater Moncton Area for Riverview residents who require the use of a wheelchair or scooter. Subsidized funding is provided by the Town of Riverview.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Invitation

Proponents responding to the public notice are advised that official RFP documents may only be obtained from the New Brunswick Opportunities Network (<http://www.gnb.ca/tenders>) or through the Town of Riverview's Clerk's Office.

ONLY PROPONENTS WHO HAVE RECEIVED THE RFP DIRECTLY FROM THE TOWN OF RIVERVIEW'S CLERK'S OFFICE, OR THROUGH THE NEW BRUNSWICK OPPORTUNITIES NETWORK, ARE ELIGIBLE TO SUBMIT A PROPOSAL AT THIS TIME.

Proponents are to provide two (2) copies of their proposal in a sealed package, clearly identifying the contents and addressed to:

Town of Riverview
30 Honour House Court
Riverview, NB E1B 3Y9

Attention: Annette Crummey, Town Clerk

Proposals must be received at this location **NO LATER THAN 4 p.m. on November 3, 2017.**

Proposals received after the above due date and time will **not** be considered and will be returned unopened to the Proponent. Faxed or electronic submissions will not be accepted.

If a proposal is a joint submission of two (2) or more Proponent firms, a single proposal is to be coordinated and submitted by the lead company with the required information. The lead company shall act as the Proponent in all contractual obligations of any resulting award and agreement.

2.2 Charge for Documents

All documents, including background information, will be provided at no cost.

2.3 Costs Incurred by Proponents

All expenses incurred in the preparation and submission of proposals shall be borne by the Proponent. No payment will be made for any proposals received or for any other effort required of or made by the Proponent prior to the commencement of work defined in the proposal and accepted by the Town.

2.4 Acceptance of Terms

All those who submit a proposal acknowledge that they have read, completely understand and accept the terms and conditions of this RFP in full.

2.5 Clarification

All inquiries regarding this RFP are to be directed to the individual identified below. Inquiries must be received in writing or email no later than **4 p.m. on October 20, 2017**. All inquiries received and the responses provided will be sent by the Town to all Proponents by way of written clarification(s), no later than **October 25, 2017**, without naming the source of the inquiry.

Town of Riverview
30 Honour House Court
Riverview, NB E1B 3Y9
Attention: Annette Crummey, Town Clerk
acrummey@townofriverview.ca

2.6 Invoicing

Invoices shall be directed to:

Riverview Town Hall
30 Honour House Court
Riverview, NB E1B 3Y9

Invoices are to be in Canadian dollars and in addition to the HST Registration Number; the Proponent is required to provide the amount of HST separately on all invoices.

The RFP title (Accessible Transportation Services) must appear on all invoices.

3.0 TERMS OF REFERENCE

3.1 Scope of Work

The successful Proponent will provide an accessible transportation service to the Town of Riverview in partnership with the Town of Riverview Advisory Committee on disabilities. This service is a shared ride, door-to-door public transportation service for persons who are declared eligible through the application process. Access Transit buses are hired to carry persons who require the use of a wheelchair or scooter.

The successful Proponent will provide this service in accordance with the rules and regulations as described in the Riverview Access Transit User's Guide, attached as Appendix "A"; and with the Sample Contract, attached as Appendix "B".

3.2 Summary of Key Dates

Distribution of RFP	October 6, 2017
Deadline for Submission of Proposal	November 3, 2017 @ 4 p.m.
Proponent Clarification Question Submission	October 20, 2017 @ 4 p.m.
Town Clarification Answer Distribution	October 25, 2017
Selection of Preferred Proponent	November 7, 2017
Anticipated Award of Contract	November 14, 2017

The above dates are subject to change at the discretion of the Town.

3.3 Requirements for Proposals

Proponents must complete and include the following schedules:

- Schedule C – Proponent's Response Sheet
- Schedule D – Cost Outline
- Schedule E – Driver Experience and Qualifications
- Schedule F – Statement of Vehicle

4.0 EVALUATION OF CRITERIA

The proposals will be evaluated based on the experience of the company, the proposed vehicle(s) to be used for the service, and price. The Town is not bound to select the lowest priced proposal.

4.1 Content

Proposals shall include name, address and telephone number of the proponent and the following information:

- a) Description of company with a brief history and outline of qualifications.
- b) Names and experience of all drivers.
- c) Detailed description of vehicle(s) to be used.
- d) An outline of the costs to run this service.

4.2 Fees

The Proponent is to provide a detailed base rate per one way trip per user as follows:

- a) Base rate charged to registered user for each one way trip.

- b) Base rate charged to Town of Riverview (plus HST) for each one way trip by Registered Users for trips within the Town of Riverview.
- c) Base rate charged to Town of Riverview (plus HST) for each one way trip by Registered Users for trips between the Town of Riverview and the Cities of Moncton and Dieppe.

Current base rate charges are as follows:

One Way Trip Charge to Users	\$ 3.00
One Way Trip Charge to Town	\$11.15 (within Riverview)
One Way Trip Charge to Town	\$14.12 (to/from Cities of Moncton & Dieppe)

In addition to the per trip cost, the Town of Riverview agrees that where the price of gas is over \$1.00 per litre on the last day of the month, the base rate for that month will increase by \$.10 for every \$.05 above the \$1.00 per litre price. For example, if the price of gas was \$1.20 at the end of the month, the base rate would be increased by \$.40. This adjustment will be shown on the monthly invoice as a separate item.

Any other pricing for additional services that you feel are relevant to this RFP should be quoted separately as optional.

4.3 Selection Criteria

Considering the nature and scope of the work required, the Town will use a list of criteria in reviewing each proposal. Each response to this Request for Proposal shall be evaluated by the Town and a total of 100 points will be allocated to each proposal, as follows:

Criteria	Percentage
<i>Technical:</i>	
Qualifications and Experience of Company & Drivers	30%
Type of Vehicle to be Used	30%
<i>Financial:</i>	
Fee proposal	40%
Total	100%

5.0 SPECIAL TERMS & CONDITIONS

5.1 Confidentiality

The Proponent and any of the Proponent's employees involved in this service will keep all conversations and information shared by the Town, including names and information regarding Registered Users, strictly confidential.

5.2 Ownership of Responses

All documents submitted to the Town by Proponents, in response to this RFP, become the property of the Town.

5.3 Insurance

The successful Proponent shall be required to provide proof of Commercial General Liability (CGL) Insurance listing in a minimum amount of two million dollars (\$2,000,000) for each claim, listing the Town as an “Additional Insured” on the CGL policy, and Automobile Liability Insurance in a minimum amount of two million dollars (\$2,000,000) for each claim, which shall indemnify and save harmless the Town from all suits and actions for damages and costs to which the Town may be put by reason of injury to or death of persons and damage to property resulting from negligence, carelessness or any other circumstances caused by the Proponent which may arise in the performance of this service.

Proof of Insurances shall be provided to the Town prior to the commencement of the Contract. Such proof shall contain assurances that the policy cannot be cancelled during the term of the Contract. Written notification of any cancellation or changes in the Insurance Policy, Insurance Company, etc. must be given to the Town in writing, thirty (30) days prior to the date the change will take effect.

Insurance contracts shall be procured from a Canadian based Insurance Company licensed to do business in the Province of New Brunswick. Any and all claims shall be settled in Canadian Funds and must be stated on the policy. All insurances shall remain in effect until completion of the contract.

5.4 Conflict of Interest

No employee of the Town or member of Council should have a direct or indirect interest in a company which delivers the service requested in this RFP to the Town without formal disclosure in writing by the Proponent, before the closing date. The Town will review a proposal and may reject it where, in the opinion of the Town, the Proponent could be in a conflict of interest or perceived conflict of interest, should the Proponent become the preferred Proponent.

5.5 Personnel

The Proponent is advised that the Town expects the personnel listed in the proposal to perform the service indicated and written permission must be obtained before changing a driver. In the case of personnel being changed, the Town requires that the new personnel have a similar length and breadth of experience relevant to this service as the personnel being replaced and be otherwise acceptable to the Town.

5.6 Worker’s Health & Safety

The *Workers Compensation Act* of New Brunswick requires employers who employ three (3) or more workers at any one time to register with WorkSafe NB. Therefore, if you employ three (3) or more workers, as stipulated under this Act, you are required to provide this office with a certificate which verifies registration in accordance with the Act (Regulation 82-13) under the *Workers Compensation Act*. If your company is exempt under the Act, please provide the Town with a letter stating that your company is exempt under the Act.

The Occupational Health and Safety Act defines the minimum acceptable standard for health and safety to which the employers must comply. A copy of the Act and the Regulations can be obtained by contacting WorkSafe NB (Regulation 91-191). The Town requires that these minimum standards be respected.

5.7 Resources

The Proponent will be responsible for all costs associated with completing the full scope of the service proposed in their proposal.

5.8 Responsibilities

Should the Proponent fail or neglect to provide the service outlined in Appendix “A” and “B” the Town reserves the right to terminate the contract and the Proponent shall be responsible for all costs associated with same.

5.9 Agreement/Contract

- Unless otherwise agreed upon or amended in writing by the Proponent and the Town, the selection of a proposal shall be binding upon the selected Proponent, and the Terms & Conditions outlined in Appendices “A” and “B”. The agreement shall be binding upon and to the benefit of the Town and the Proponent and their respective successors and permitted assigns.
- Selection of a Proponent’s RFP submission does not guarantee a contract with the Town. The selection of a Proponent’s RFP submission merely initiates the process of negotiations which may lead to a contract.
- The Town is neither bound to accept the lowest priced proposal, nor to accept any proposal which is submitted. The Town is not bound to justify its decision with respect to the selection or rejection of any proposal.

5.10 Cancellation of Contract

- In the event that the successful Proponent fails to comply with the Terms and Conditions, and Specifications outlined in this Request for Proposal document, the Town reserves the right to cancel this Contract within thirty (30) calendar days of the Proponent’s receipt of written notice and award it to another Proponent without penalty or action against the Town. This will include, but not be limited to, unsatisfactory performance by the Proponent, and/or his/her employees, significant or repetitive deficiencies, use of inexperienced/unqualified staff, poor quality of service and/or products, and/or unresolved problems. The Town maintains the right to determine the level of performance that is satisfactory.
- In the event that insufficient funds are appropriated to the Town for these services in any fiscal year or insufficient funds exist to continue the service, the services will be discontinued and the contract terminated upon thirty (30) calendar days written notice.
- In the event that one (1) or more drivers identified in the successful Proponent’s submission as being assigned to execute the scope of work detailed in the RFP becomes unavailable or is unable to complete their assigned tasks, for any reason, and a suitable replacement cannot be

found, the Town reserves the right to terminate the Contract within thirty (30) calendar days written notice.

5.11 Town's Rights

- The Town reserves the right to request and obtain additional information as required from Proponents in a reasonable length of time, in order to complete the RFP evaluation(s).
- The Town reserves the right to award based on the specified evaluation criteria and not necessarily pricing; however, available monies shall be taken into consideration.
- Based on available funding, the Town reserves the right to delete components from this RFP and negotiate changes to more fully meet the Town's needs.
- The Town has included the selection criteria within this Request for Proposals document to be used as a guideline for proposers (see "4.3 - Selection Criteria"). The Town reserves the right to deviate from the selection criteria where it is in the best interests of the Town.
- The Town reserves the right to determine acceptability of deviations and/or equivalencies.
- The Town reserves the right to terminate this agreement within thirty (30) calendar days written notice should ownership of the service provider change.
- The Town reserves the right to award in its best interest. Proposals offering the lowest price or any price need not necessarily be accepted.
- The Town also reserves the right NOT to award this RFP due to budgetary or other considerations.

Appendix A – Riverview Access Transit User's Guide

Town of Riverview Access Transit User's Guide

Contents

Introduction to Access Transit

Service Area

Service Levels

Service Priority

Service Continuation/Termination

Introduction to Access Transit

Accessible transportation is a service provided by the Town of Riverview in partnership with the Town of Riverview Advisory Committee on disabilities. Access Transit is a shared ride, door-to-door public transportation service for persons who are declared eligible through the application process. The service is contracted out by the Town of Riverview. Access Transit buses are hired to carry persons who require the use of a wheelchair or scooter. Subsidized funding is provided by the Town of Riverview.

Approval to use the Access Transit service will be revoked if the individual's disability ceases to exist or the application expires. The service provider also has the ability to recommend the suspension of service if the service is being abused or the code of conduct established by the service provider is abused or ignored. In these cases, the service provider will suspend privileges and provide written notification to the Town of Riverview.

Service Area

The Riverview Access Transit Service provides transportation for eligible persons within the Greater Moncton Area.

Service Levels

Access Transit operates under the following conditions:

- Hours of operation:

Town of Riverview

RFP – Accessible Transportation Services

- Monday, Tuesday, Wednesday - 7:00 am to 7:00 pm
- Thursday, Friday - 7:00 am to 11:00 pm
- Saturday - 8:00 am to 7:00 pm
- Closed Sundays and all Statutory Holidays
- Trips taken outside of the above hours are not part of the subsidized program and users will be responsible for paying the full fare charged by the service provider.
- The cost of the service to the user is currently \$3.00 per one-way trip.
- In order to have a scheduled pick-up time, users must reserve at least 24 hours in advance. **For Service call 384-0969 or 384-8974.** If there is no reservation, the service provider cannot guarantee that the pick-up time requested will be available. Reservations are made on a first come first served basis and during periods of peak usage it is possible that a pick up time will not be available even if a reservation is requested 24 hours in advance.
- Pick-up times are normally on the hour and half-hour. The service provider cannot guarantee that any other time can be accommodated even if an advance reservation is made.
- Permanent users are limited to 50 trips per month at the subsidized rate. If this number is exceeded in any calendar month the user is not eligible for any subsidized trips until the first of the next month. Temporary users are limited to 40 trips per month at the subsidized rate.
- Access Transit is not intended for emergency medical services. If there is an emergency situation users must call 911 and advise them as to the nature of the emergency.

Service Priority

Trips are booked on a first come, first served basis with occasional adjustments on pickup times based on priority in order of: 1. Employment. 2. Education. 3 Medical appointments. 4. Social/Other.

Service Continuation/Termination

- Temporary applicants must reapply once their application has expired, which includes completing new Application and Physician Statement forms.
- Applications are subject to review based on usage and changes in the mobility impairment.
- The service provider also has the ability to recommend the suspension of service if the service is being abused or the code of conduct established by the service provider is abused or ignored. In these cases, the service provider will suspend privileges and provide written notification to the Town of Riverview.

Appendix B – Sample Contract

This Agreement made in duplicate as of the _____ day of _____, 2017.

BETWEEN: **TOWN OF RIVERVIEW**, a municipal corporation of the Town of Riverview, in the County of Albert and Province of New Brunswick, and located at 30 Honour House Court, Riverview, New Brunswick, E1B 3Y9, hereinafter called “the Town”,

Of the First Part;

AND: **PROPONENT’S NAME**, duly incorporated under the laws of the Province of New Brunswick, and located at PROPONENT’S ADDRESS,

Of the Second Part;

WHEREAS the Town is desirous of providing public transportation for disabled residents in accordance with policies established by the Town; and

WHEREAS Proponent operates a business providing transportation services for disabled persons;

NOW THEREFORE, this agreement witnesses that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement and the Request for Proposal documents entitled “#TC01-2017 Accessible Transportation Services”, the parties agree as follows:

1. **Proponent** agrees to provide a transportation service in accordance with certain rules and regulations as described in the Riverview Access Transit User’s Guide, attached hereto as *Appendix “A”* and forming part of this agreement and other such terms as may be agreed to between the parties.
2. Subject to paragraphs 3 and 4, both parties agree that this contract will be in effect for a period of three (3) years, commencing on the 1st day of January, 2018 and concluding on the 31st day of December, 2020.
3. Upon the mutual agreement of both parties, the contract may be extended two times for a period of one year per each extension.
4. Either party may elect to terminate the contract by providing six (6) months written notice to the other party.
5. **Proponent** agrees to record, and provide to the Town monthly, the names, dates and times for each subsidized trip, together with any other relevant statistical data required by the Town.
6. It is agreed that **Proponent** will collect from registered users the amount of \$_____ for each one way trip.
7. The Town agrees to pay **Proponent** a subsidy in the amount of \$_____ plus HST for each one way trip by a Registered User for trips within the Town of Riverview.

8. The Town agrees to pay **Proponent** a subsidy in the amount of \$ _____ plus HST for each one way trip by a Registered User for trips between the Town of Riverview and the Cities of Moncton and Dieppe.
9. The parties agree that where the price of gas is over \$1.00 per litre on the last day of the month, the base rate for that month will increase by \$.10 for every \$.05 above the \$1.00 per litre price. For example, if the price of gas was \$1.20 at the end of the month, the base rate will be increased by \$.40. This adjustment will be shown on the monthly invoice as a separate item.
10. **Proponent** agrees to limit the number of subsidized trips per Registered User to fifty (50) trips per month, of which only sixteen (16) may be for personal reasons.
11. **Proponent** agrees to submit its invoice to the Town on a monthly basis, no later than the tenth working day of the month following the month the service is provided.
12. The Town agrees that in exchange for the services outlined in this agreement, the monthly invoice from **Proponent** will be paid, provided that any sums paid by or collectible from any other party in respect of the service shall be deducted.
13. The Town agrees to provide to the **Proponent** a list of all Registered Users at the start of the contract, as per *Appendix "B"*, and also agrees to provide an updated list whenever there are any additions or deletions of Registered Users.
14. The Town agrees that **Proponent** will be the Town of Riverview's exclusive subsidized provider of transportation services for disabled person for clients as per the Registered Users list, attached as *Appendix "B"*.
15. The Town will ensure all Registered Users are issued a transit pass which will serve as evidence of a Registered User being eligible for the service. **Proponent** shall be entitled to rely on presentation of the transit pass, along with appropriate personal identification, as proof of eligibility. The Registered User shall be required to present the transit pass to the driver for every subsidized trip.
16. All notices given or required to be given pursuant to this contract shall be in writing and may be given by personal delivery, email or regular mail to the following address:
Town: Annette Crummey, Town Clerk
Town of Riverview
30 Honour House Court
Riverview, NB E1B 3Y9
acrummey@townofriverview.ca

Proponent: Name
Address
17. This contract may not be modified, nor any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

TOWN OF RIVERVIEW

Ann Seamans, Mayor

Date

Annette Crummey, Town Clerk

Date

PROPONENT

Name & Title

Date

Appendix C – Proponent's Response Sheet

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: _____ FAX: _____

CONTACT NAME: _____ TITLE: _____

EMAIL: _____

TELEPHONE: _____

I/We, the undersigned, having examined the attached Request for Proposals for Accessible Transportation Services, and having read, understood, and accepted the conditions outlined in the Request for Proposal, each and all of which form a part of this proposal, hereby offer to supply accessible transportation services for the Town of Riverview in strict accordance with the conditions hereto attached and as outlined in this Proposal.

SIGNED AT _____ IN THE COUNTY OF _____

THIS _____ DAY OF _____, 2017.

 Witness

 Name

 Title

 Signature

 Witness

 Name

 Title

 Signature

THE TOWN OF RIVERVIEW RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMISSIONS. THE LOWEST OR ANY SUBMISSION WILL NOT NECESSARILY BE ACCEPTED.

Appendix D – Cost Outline

Please provide the base rate cost per one way trip per user as follows. All prices are plus HST.

Base Rate Charge for Users – One Way Trip Anywhere \$ _____

Base Rate Charge for Town – One Way within Riverview \$ _____

Base Rate Charge for Town – One Way to/from Cities of Moncton & Dieppe..... \$ _____

In addition to the per trip cost, the Town of Riverview agrees that where the price of gas is over \$1.00\ per litre on the last day of the month, the base rate for that month will increase by \$.10 for every \$.05 above the \$1.00 per litre price. For example, if the price of gas was \$1.20 at the end of the month, the base rate would be increased by \$.40. This adjustment will be shown on the monthly invoice as a separate item.

Any other pricing for additional services that you feel are relevant to this RFP should be quoted separately as optional.

Appendix E – Driver Experience and Qualifications

Driver's Name: _____

Years of Experience: _____

Comments:

Driver's Name: _____

Years of Experience: _____

Comments:

Driver's Name: _____

Years of Experience: _____

Comments:

Driver's Name: _____

Years of Experience: _____

Comments:

Appendix F – Statement of Vehicle

Vehicle #1

Make of Vehicle: _____

Year of Vehicle: _____

How many Passengers Can it Hold? _____

Is it Handicap Accessible? _____

Vehicle #2 (if applicable)

Make of Vehicle: _____

Year of Vehicle: _____

How many Passengers Can it Hold? _____

Is it Handicap Accessible? _____

Vehicle #3 (if applicable)

Make of Vehicle: _____

Year of Vehicle: _____

How many Passengers Can it Hold? _____

Is it Handicap Accessible? _____