

NOTICE

PROPOSERS ARE REQUESTED TO ADVISE TRANSLINK'S PROCUREMENT DEPARTMENT BY FAX AT: 604-453-4630 OR E-MAIL AT: PROCUREMENT@TRANSLINK.BC.CA UPON ITS RECEIPT OF THIS RFP AND ADVISE ITS INTENT TO RESPOND (IF POSSIBLE) BY MAY 8TH, 2008.

PROPOSERS ARE RESPONSIBLE FOR ROUTINELY CHECKING THE BIDDING OPPORTUNITIES PAGE OF THE TRANSLINK WEBSITE AT:

[HTTP://WWW.TRANSLINK.BC.CA/ABOUT_TRANSLINK/BUSINESS_OP
PORTUNITIES/DEFAULT.ASP](http://WWW.TRANSLINK.BC.CA/ABOUT_TRANSLINK/BUSINESS_OP
PORTUNITIES/DEFAULT.ASP)

ADDENDA, CLARIFICATION, ETC. WILL BE POSTED TO THIS WEB SITE AND WILL NOT BE SENT TO PROPOSERS DIRECTLY.



South Coast British Columbia Transportation Authority

REQUEST FOR PROPOSALS

Reference No.: Q8-0017

Title: Custom Transit Services -
South of Fraser Area (SOFA)

Issue Date: April 21, 2008

Closing Date:

2:00:00 p.m., Vancouver time, **June 19, 2008**, subject to section 5.2.

Instructions: Five (5) complete sets (the original and 4 copies) of each Proposal are to be submitted in a sealed envelope as follows:

- Each set should contain the following two (2) envelopes: Envelope 1) Organizational Profile and Management Plan; and Envelope 2) Cost Proposal. In addition Envelope 3) Alternate Service Delivery may be included (optional).
- Proposals are to be addressed and delivered to the following address:

RFP Reference No. Q8-0017
TransLink Procurement Department
1600 - 4720 Kingsway (Metrotower II)
Burnaby, BC V5N 4N2

- Proposals and their envelopes are to be clearly marked with:
 1. name of the Proponent; and
 2. reference number indicated above.

Proposals are not to be sent by facsimile or e-mail.

Inquiries: All inquiries must be submitted **in writing** to the attention of the Procurement Department at fax no. (604) 453-4630 or e-mail at: procurement@translink.bc.ca **no later than five (5) business days prior to the Closing Date** quoting the above reference number.

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PART A - GENERAL

1.0 PURPOSE AND SCOPE OF RFP

- 1.1 Through this Request for Proposals (“RFP”), the South Coast British Columbia Transportation Authority (“TransLink”) intends to retain a Service Provider to deliver its Custom Transit Service (HandyDART) in the service region of South of Fraser Area (SOFA) for an initial period of five (5) years commencing January 1, 2009 to December 31, 2013.
- 1.2 Service Providers are selected through an RFP process and become “independent contractors”, not employees, partners or agents of TransLink. No such relationship or joint venture will be created upon execution of a contract with the successful Proponent.
- 1.3 The service specifications and requirements of TransLink are detailed in Schedule A of this RFP. This schedule will be incorporated into the operating agreement between TransLink and the successful Proponent.

2.0 BACKGROUND

- 2.1 Under the South Coast British Columbia Transportation Authority Act, TransLink is responsible for providing the regional transportation system in Metro Vancouver. TransLink’s subsidiary companies and contractors provide the following services:
- Public transit – Buses, SeaBus, SkyTrain, West Coast Express and HandyDART;
 - Albion Ferry;
 - AirCare;
 - Transportation Demand Management – trip reduction programs and promoting transportation alternatives such as cycling and carpooling;
 - Major Road Network – in partnership with municipalities and other agencies, TransLink helps fund the maintenance, rehabilitation and improvement of the Major Road Network (2,100 lane kilometres of roadways within Metro Vancouver plus the Knight Street, Pattullo and Westham Island bridges).
- 2.2 Public transit services are provided by TransLink, operating subsidiaries (through delegation of powers and duties to operate the services), or Contractors through operating agreements. TransLink retains responsibility for determining service levels and funding of public transit services. All fare revenue collected through operation of the public transit system belongs to TransLink and is used to offset the cost of providing these services.

3.0 PROPOSAL CLARIFICATION MEETING

- 3.1 TransLink will conduct a proposal clarification meeting on **May 13th, 2008** within the Metro Vancouver area for interested Proponents. Details will be posted to the TransLink website.

3.2 **Proponents are requested to advise their interest in attending this pre-proposal information meeting to the Procurement Department by fax no. 604-453-4630 or e-mail: procurement@translink.bc.ca by May 8th, 2008.**

4.0 SAMPLE OPERATING AGREEMENT

4.1 The sample operating agreement applicable to this procurement is provided in Schedule E. The Proponent shall review the sample operating agreement and offer any comments in its proposal. Insurance requirements are as identified in the agreement.

4.2 A five (5) year initial term is anticipated for this operating agreement, subject to satisfactory performance of the Service Provider and finalization of budget and service hour figures. TransLink retains the right to extend the contract (at its option) for a period of one (1) or two (2) years, subject to the satisfactory performance of the Service Provider during the initial term of the contract and budget considerations.

PART B - PROPOSAL SUBMISSION

5.0 SUBMISSION INSTRUCTIONS

5.1 Proponents are instructed to comply with the instructions on the cover page of this RFP.

5.2 Proposals shall be delivered by no later than the date and time shown on the cover page of this RFP, or such other time as TransLink may specify by an addendum to this RFP (which time is hereinafter called the "**Closing Date**"). Proposals which are received after the Closing Date **will** be deemed non-compliant with the terms of this request and will be returned. Proposals will not be publicly opened.

5.3 Proposals will be open for acceptance by TransLink for 60 days after the Closing Date (which hereinafter will be called the "Acceptance Period") and will be irrevocable until then, even if the proposal is non-compliant.

5.4 Each proposal shall be independently prepared and submitted without connection, knowledge, consultation, comparison of figures or agreement with any other Proponent. Any individual named in the management team of one Proponent may not be an officer or director of a company submitting an independent proposal. Any proposal submitted which does not abide by this requirement will be disqualified.

5.5 Employees of TransLink or its subsidiaries who are involved in any way with the RFP or the analysis and recommendation of the successful proposal, and a firm or corporation of which such an employee of TransLink is a principal, a director or shareholder (more than 10% of shares), are not eligible to submit a proposal. Any such proposal submitted shall be disqualified. Any operating agreement inadvertently entered into as a consequence of such a proposal will be null and void.

6.0 INQUIRIES AND ADDENDA

6.1 All inquiries shall be submitted in accordance with the instructions on the cover page of this RFP.

6.2 Proponents are instructed not to direct their queries to the attention of parties outside of the Procurement Department, including any departments of TransLink, its subsidiaries, staff, board

members or consultants. Information obtained from any other source is not official and may be inaccurate.

7.0 ADDENDA

7.1 TransLink may at any time issue written and numbered addenda for clarification or to alter or supplement this RFP. Any addenda and clarification will be posted to the TransLink web-site at: **www.translink.bc.ca**. TransLink will not be bound by any informal explanation, clarification or interpretation, whether given orally or in writing, by whomsoever made, that is not incorporated into an addendum to the RFP documents.

7.2 Proponents are responsible for keeping themselves apprised of all addenda issued.

7.3 All addenda issued respecting this RFP are expressly incorporated as part of Proponents' proposals.

PART C - CONTENTS OF PROPOSAL

8.0 FORM OF PROPOSAL

8.1 Proponents are instructed to use and follow the Form of Proposal attached as Appendix 1.

9.0 ACCEPTANCE OF TERMS

9.1 The terms and conditions of this RFP, including all addenda and clarifications thereto, are deemed to be accepted by the Proponent and incorporated in its proposal, except those conditions and provisions which are expressly excluded by the proposal.

10.0 SUB-CONTRACTING

10.1 Sub-contractors and any other party who may be participating in the RFP must be clearly identified.

11.0 JOINT SUBMISSIONS

11.1 In the case of joint submissions, one party must assume overall responsibility for successful completion of the work and be identified accordingly in the proposal.

12.0 CURRENCY

12.1 All financial information and monetary amounts must be expressed in Canadian dollars.

13.0 COSTS

13.1 Proponents are instructed to detail all costs as described in the Form of Proposal attached as Appendix 1.

14.0 SERVICES RENDERED OUTSIDE OF BRITISH COLUMBIA OR BY NON-RESIDENTS

- 14.1 If a person who is not a resident of Canada for income tax purposes is retained, TransLink is required to holdback a percentage of fees (currently assessed at 15%) and remit this amount to Canada Customs and Revenue Agency (CRA) in accordance with CRA regulations. Refer to <http://www.cra-arc.gc.ca>.

PART D – EVALUATION AND SELECTION

15.0 RFP PROCESS

- 15.1 TransLink will have sole and absolute discretion in considering and evaluating proposals, judging the acceptability of proposals, and awarding the contract or contracts contemplated by this RFP.
- 15.2 Proposals will be opened privately.
- 15.3 The lowest priced proposal will not necessarily be accepted.

16.0 ACCEPTANCE OF PROPOSALS

- 16.1 TransLink reserves the right, in its sole and absolute discretion, to accept or reject any or all proposals, to accept or reject any part of any proposal, and to make one award of each portion or on any two or more portions of the specifications herein, according to TransLink's own judgement of its best interests.
- 16.2 TransLink reserves the right, in its sole and absolute discretion, to reject all or part of any proposal which:
- i. is incomplete, obscure, irregular or unrealistic;
 - ii. contains unauthorized erasures or corrections;
 - iii. contains a counter offer unacceptable to TransLink;
 - iv. is a conditional or qualified offer which is unacceptable to TransLink;
 - v. fails or omits any required or mandatory information; or
 - vi. is non-compliant with the requirements of this request.

17.0 RIGHT TO WAIVE IRREGULARITIES, OMISSIONS AND DEFECTS

- 17.1 Despite any other provisions of this RFP, TransLink reserves the right, in its sole and absolute discretion and at any time before or after the Closing Date, to reject or accept any irregular, informal, defective, incomplete, or otherwise non-compliant proposal, regardless of the nature or cause of the irregularity, informality, defect, incompleteness, or non-compliance.
- 17.2 TransLink may seek clarification from any Proponent, and may give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error.

18.0 EVALUATION AND SELECTION

18.1 Proposals will be evaluated by a committee formed by TransLink and may include employees of TransLink, its subsidiaries, and consultants.

18.2 TransLink may, as part of its evaluation process, apply certain criteria on a “pass/fail” basis, such as a failure to demonstrate sufficient financial resources to provide the service, inadequate contract references, inability to comply with privacy considerations, etc. The evaluation process may also eliminate proposals that fail to meet minimum scores established for various stages of evaluation. Failing proposals will be eliminated.

18.3 In addition, TransLink intends to consider the following when evaluating Proposals (not necessarily limited to these or in the order given):

Criteria

- a) ***Organization Profile:*** the experience, knowledge, and resources that a company/individual brings to the management of the custom transit service;
- b) ***Management Plan:*** the specific plan for the operation of the custom transit service; and
- c) ***Costs:*** the proposal costs required for the period of three (3) years (note: TransLink intends to assign less than 35% weight to costs).

18.4 The envelope system as identified in the cover page of this RFP will be used. Envelopes should be submitted as follows:

- a) Envelope No. 1 - Organization Profile and Management Plan;
- b) Envelope No. 2 - Costs;
- c) Envelope No. 3 - Alternate Service Delivery Model and any associated costs (optional).

Proposals will initially be evaluated on the contents of the Organization Profile and Management Plan (first envelope). Proposals meeting TransLink’s minimum requirements (whether “pass/fail” criteria or minimum scores) will then receive further consideration.

Such proposals will be evaluated on their Costs. In addition, Alternate Service Delivery models will be considered (if submitted).

19.0 SHORTLIST

19.1 TransLink may, at its option and at its sole discretion, develop a short-list of Proponents based on the stated criteria. Subsequent to the submission of proposals, interviews and negotiations may be conducted with some of the Proponents, but there will be no obligation to receive further information from any Proponent. TransLink may invite one or more Proponents to make a presentation or provide additional information, without inviting others to do so.

20.0 NEGOTIATION

20.1 TransLink reserves the right and flexibility to engage in discussions and negotiations with one or more Proponents, as TransLink sees fit, to explore ways to alter, refine or improve the opportunity or

the ultimate arrangement or agreement, and to attempt to reconcile among proposals received and to achieve optimal overall results as judged and perceived by TransLink, and to negotiate and finalize agreements based on such discussions and negotiations. TransLink will not be obligated to offer any modified terms to any other Proponent.

21.0 AWARD OF CONTRACT

21.1 TransLink anticipates providing an award recommendation to its Board of Directors in July 2008. Proponents should note that the award of this contract is subject to review and approval by TransLink's Board of Directors.

22.0 DEFINITION OF CONTRACT

22.1 This RFP process does not constitute an offer to purchase goods or services or to enter any other contractual arrangement. This RFP is not an invitation to tender or an invitation to bid. No contract results from the issuance of this RFP or the submission of proposals, except only with the Proponent, if any, whose proposal is accepted by TransLink. TransLink will not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed by or on behalf of TransLink by authorized personnel.

22.2 TransLink may, at its option, notify a Proponent in writing that its proposal has been accepted and such acceptance shall, at TransLink's option, constitute the making of a formal contract for the services as set out in the proposal. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for service, and no Proponent shall acquire any legal or equitable rights or privileges whatever relative to the services until TransLink has delivered either a signed notice in writing to the Proponent or a fully executed written agreement to the Proponent.

PART E – ADDITIONAL TERMS AND CONDITIONS

23.0 LIABILITY FOR ERRORS

23.1 The Proponent acknowledges that it is submitting its proposal at the Proponent's own risk and the Proponent is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting its proposal. While TransLink has used considerable effort to ensure the accuracy of information in this RFP, the Service Provider agrees that TransLink shall not be held liable or accountable for any error or omission in any part of this RFP.

24.0 CANCELLATION OF RFP

24.1 TransLink reserves the right to, and may, in its sole and absolute discretion:

- i. amend any term, condition, specification, instruction or requirement contained in this RFP, or in any information supplied with or following this RFP, at any time, before or after the Closing Date;
- ii. cancel this RFP at any time; or
- iii. re-advertise for proposals.

24.2 If a suitable Proponent has not been selected or terms have not been agreed upon within the Acceptance Period identified in Section 5.4 of this RFP, TransLink may, in its absolute discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in

another request for proposals. TransLink reserves the right at any time to enter into an Operating Agreement (OA) with persons who have not responded to this RFP.

25.0 OWNERSHIP OF PROPOSALS

25.1 All responses to this RFP become the property of TransLink. All writings, programs, plans, drawings and specifications prepared by or on behalf of a Proponent may be used by TransLink for any purpose, and may not be used by a Proponent other than for the purpose of performing the work and the terms of any contract arising from the Proponent's proposal.

26.0 PROPONENT'S EXPENSES

26.1 Proponents are solely responsible for their own costs and expenses in connection with this RFP, including preparing and submitting a proposal and subsequent negotiations with TransLink.

27.0 DAMAGES

27.1 No Proponent shall have any claim for any compensation or damages of any kind whatsoever, including but not limited to, loss of profits, against TransLink, arising out of this RFP, or by participating in this RFP process, and by submitting a proposal, each Proponent shall be deemed to have agreed that it has no claim and waives all rights to assert a claim, if no agreement is made with the Proponent.

27.2 In the event a court determines that TransLink has any liability, Proponents agree that it is a term of this RFP that the maximum claim recoverable by any Proponent is limited to its out of pocket expenses for preparing the proposal, to a maximum amount of \$10,000.

28.0 LOBBYING AND INDIRECT COMMUNICATION

28.1 Proponents shall not attempt to communicate directly or indirectly with any employee, contractor, officer, director or representative of TransLink or its subsidiaries, including the evaluation committee, about this RFP other than as expressly stated in this RFP or expressly directed or permitted by TransLink. Any such lobbying or other communication will constitute sufficient grounds for disqualification.

29.0 KNOWLEDGE OF THE WORK

29.1 Proponents submitting a proposal shall be deemed to have visited and inspected the service areas detailed in Schedule "A".

30.0 FINANCIAL STABILITY

30.1 Before the award of any contract, the Proponent may be required to furnish evidence satisfactory to TransLink, in its sole and absolute judgment, of the necessary facilities, ability and financial resources to fulfil the conditions of the Operating Agreement.

31.0 COMPLIANCE WITH LAWS

31.1 The Proponent shall give all notices and obtain all the licences and permits required to perform the work. The Proponent shall comply with all the laws applicable to the work or the performance of the Operating Agreement.

32.0 GOVERNING LAW

32.1 This RFP will be governed by and construed in accordance with the laws of the Province of British Columbia and within the jurisdiction of the courts of the Province of British Columbia.

33.0 CONFIDENTIALITY

33.1 The contents of this RFP and any information pertaining to TransLink, its customers, or individuals, which is obtained by the Proponent as a result of participation in this RFP, is confidential and must not be disclosed without the prior written authorization of TransLink.

34.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

34.1 All proposal information supplied to TransLink by Proponents is understood to be supplied, explicitly in confidence. However, Proponents should be aware the BC *Freedom of Information and Protection of Privacy Act* (FOIPP Act) applies to all proposal submissions and other records, and that TransLink will comply fully with all provisions of that Act.

Function	Activity	TransLink	Service Provider
Operations	<ul style="list-style-type: none"> G) Authorize revenue vehicle advertising material H) Comply with National Safety Code (NSC) I) Install and replace bus advertising material J) Attend training seminars recommended by TransLink 		
Vehicles	<ul style="list-style-type: none"> A) Provide vehicles and, where applicable, destination signs and fareboxes B) Maintain fleet vehicles C) Conduct preventative maintenance inspections D) Conduct semi-annual fleet inspections E) Secure adequate fleet vehicle insurance F) Attend maintenance seminars recommended by TransLink 		
Finances	<ul style="list-style-type: none"> A) Set and amend tariff B) Approve Operating Agreement budget C) Review and Update annual budgets D) Prepare quarterly operating budget forecast and analysis of operating budget and performance statistics 		
Marketing	<ul style="list-style-type: none"> A) Prepare and provide marketing plans B) Ensure public awareness of the service and seek new customers 		
Service Planning	<ul style="list-style-type: none"> A) Set service specification B) Prepare operating plans and schedules C) Amend the Operating Agreement/Service Specifications where required 		

Function	Activity	TransLink	Service Provider
Service Planning	D) Implement Service in accordance with Services Specifications E) Review and approve amendments to Service Specifications F) Prepare vehicle and capital improvement plans G) Maintain ridership and performance information for review by TransLink as required		

1.2 The Service Provider will not be permitted to use the TransLink owned vehicles for any purpose other than the provision of transit services pursuant to this agreement.

1.3 A service profile including details of the service areas, service parameters, client analysis, vehicles, and demand is included as Schedule “B”.

2.0 PROJECTED SERVICE HOURS

2.1 Table 2 below details the gate-to-gate projected service hours.

Table 2
Projected Service Hours

TIME PERIOD	PROJECTED SERVICE HOURS
January 1, 2009 - December 31, 2009	195,000
January 1, 2010 - December 31, 2010	209,000
January 1, 2011 - December 31, 2011	226,000
January 1, 2012 - December 31, 2012	236,000
January 1, 2013 - December 31, 2013	245,000

PROPOSERS SHOULD NOTE THAT PROJECTED SERVICE HOURS MAY BE SUBJECT TO ADJUSTMENT BY TRANS LINK IN ACCORDANCE WITH ARTICLE 5 OF THE OPERATING AGREEMENT.

2.2 In case of emergency conditions, such as inclement weather, the hours of service shall be extended so that all passengers on board a vehicle will be delivered to their destinations. Additionally all passengers taken to their destinations will be taken back to their origins by Custom Transit, taxi or other means arranged by the Service Provider.

- 2.3 It should be noted that non-delivery of trips, guaranteed by the Access Transit Department (ATD) will result in a charge to the Service Provider for each trip not delivered in accordance with Clause 6.1 herein.

3.0 SERVICE DESCRIPTION

- 3.1 This service currently consists of 110 vehicles operating in the SOFA (Refer to Schedule B – Service Profile for map of area). The service is a shared ride, door-to-door custom transit services for persons with disabilities.
- 3.2 The Service Provider will be responsible for offering the custom transit service to Eligible Users in the defined service area during the hours of 6:00am to 12:00am (midnight), Monday through Sunday. The actual service schedule will be established by TransLink in conjunction with the Service Provider prior to execution of the Operating Agreement and will be based on the proposed service schedule as well as the client demands of the service area.

4.0 CUSTOM TRANSIT VEHICLES

- 4.1 Tables 3A, 3B and 3C represent the current vehicle roster, which may be subject to change at TransLink's discretion.

TABLE 3A - Currently Operating in the Area of Surrey

#	TransLink #	Make	Model	Year	Fuel	Configuration
1	C438	Ford	Corbeil	1999	Diesel	6\2
2	C439	Ford	Corbeil	1999	Diesel	6\2
3	T110	Ford	Corbeil	1999	Diesel	6\4
4	T118	Ford	Corbeil	2000	Diesel	6\4
5	T124	Ford	Corbeil	2000	Diesel	6\4
6	T125	Ford	Corbeil	2000	Diesel	6\4
7	T138	Ford	Corbeil	2000	Diesel	6\4
8	T146	Ford	Corbeil	2000	Diesel	6\4
9	T175	Ford	Girardin	2002	Diesel	6\4
10	T199	Ford	Girardin	2004	Diesel	6\4
11	T252	Ford	Girardin	2006	Diesel	6\4
12	T253	Ford	Girardin	2006	Diesel	6\4
13	T257	Ford	Girardin	2006	Diesel	6\4
14	T503	Ford	CBB Polar	2001	Diesel	20\4
15	T505	Ford	CBB Polar	2001	Diesel	20\4
16	T509	Ford	CBB Polar	2003	Diesel	20\4
17	T514	Ford	CBB Polar	2004	Diesel	20\4
18	T515	Ford	CBB Polar	2004	Diesel	20\4

#	TransLink #	Make	Model	Year	Fuel	Configuration
19	T522	Ford	CBB Polar	2006	Diesel	20\4
20	T523	Ford	CBB Polar	2006	Diesel	20\4
21	T529	Ford	CBB Polar	2007	Diesel	20\4
22	T530	Ford	CBB Polar	2007	Diesel	20\4
23	T531	Ford	CBB Polar	2007	Diesel	20\4
24	T541	Ford	CBB Polar	2007	Diesel	20\4
25	T604	Ford	CBB Polar	2002	Diesel	12\2
26	T609	Ford	CBB Polar	2002	Diesel	12\2
27	T624	Ford	CBB Polar	2003	Diesel	12\2
28	T625	Ford	CBB Polar	2003	Diesel	12\2
29	T631	Ford	CBB Polar	2004	Diesel	12\2
30	T635	Ford	CBB Polar	2004	Diesel	12\2
31	T636	Ford	CBB Polar	2004	Diesel	12\2
32	T639	Ford	CBB Polar	2004	Diesel	12\2
33	T640	Ford	CBB Polar	2004	Diesel	12\2
34	T649	Ford	CBB Polar	2005	Diesel	12\2
35	T650	Ford	CBB Polar	2005	Diesel	12\2
36	T653	Ford	Girardin G5	2006	Diesel	12\2
37	T654	Ford	Girardin G5	2006	Diesel	12\2
38	T658	Ford	Girardin G5	2006	Diesel	12\2
39	T659	Ford	Girardin G5	2006	Diesel	12\2
40	T660	Ford	Girardin G5	2006	Diesel	12\2
41	T661	Ford	Girardin G5	2006	Diesel	12\2
42	T664	Ford	Girardin G5	2006	Diesel	12\2
43	T665	Ford	Girardin G5	2006	Diesel	12\2
44	T667	Ford	Girardin G5	2006	Diesel	12\2
45	T669	Ford	Girardin G5	2007	Diesel	12\2
46	T670	Ford	Girardin G5	2007	Diesel	12\2
47	T685	Ford	Girardin G5	2007	Diesel	12\2
48	T686	Ford	Girardin G5	2007	Diesel	12\2
49	T687	Ford	Girardin G5	2007	Diesel	12\2

TABLE 3B - Currently Operating in the Area of Delta

#	TransLink #	Make	Model	Year	Fuel	Configuration
1	T144	Ford	Corbeil	2001	Diesel	6\4
2	T182	Ford	Girardin	2003	Diesel	6\4
3	T203	Ford	Girardin	2004	Diesel	6\4
4	T228	Ford	Girardin	2006	Diesel	6\4
5	T229	Ford	Girardin	2006	Diesel	6\4
6	T260	Ford	Girardin	2006	Diesel	6\4
7	T261	Ford	Girardin	2006	Diesel	6\4
8	T296	Ford	Girardin	2007	Diesel	6\4
9	T606	Ford	CBB Polar	2002	Diesel	12\2
10	T648	Ford	CBB Polar	2004	Diesel	12\2
11	T668	Ford	Girardin G5	2007	Diesel	12\2

TABLE 3C - Currently Operating in the Area of Langley and South Surrey

#	TransLink #	Make	Model	Year	Fuel	Configuration
1	T115	Ford	Corbeil	2000	Diesel	6\4
2	T121	Ford	Corbeil	2000	Diesel	6\4
3	T150	Ford	Corbeil	2001	Diesel	6\4
4	T154	Ford	Girardin	2002	Diesel	6\4
5	T250	Ford	Girardin	2006	Diesel	6\4
6	T251	Ford	Girardin	2006	Diesel	6\4
7	T297	Ford	Girardin	2007	Diesel	6\4
8	T600	Ford	Goshen	2000	Diesel	17\4
9	T607	Ford	CBB Polar	2002	Diesel	12\2
10	T608	Ford	CBB Polar	2002	Diesel	12\2
11	T612	Ford	CBB Polar	2002	Diesel	12\2
12	T614	Ford	CBB Polar	2002	Diesel	12\2
13	T615	Ford	CBB Polar	2002	Diesel	12\2
14	T616	Ford	CBB Polar	2002	Diesel	12\2
15	T618	Ford	CBB Polar	2002	Diesel	12\2
16	T632	Ford	CBB Polar	2004	Diesel	12\2
17	T633	Ford	CBB Polar	2004	Diesel	12\2
18	T637	Ford	CBB Polar	2004	Diesel	12\2
19	T638	Ford	CBB Polar	2004	Diesel	12\2
20	T651	Ford	CBB Polar	2005	Diesel	12\2
21	T652	Ford	CBB Polar	2005	Diesel	12\2
22	T655	Ford	Girardin G5	2006	Diesel	12\2
23	T656	Ford	Girardin G5	2006	Diesel	12\2
24	T657	Ford	Girardin G5	2006	Diesel	12\2

TABLE 3C (Cont'd) - Currently Operating in the Area of Langley and South Surrey

#	TransLink #	Make	Model	Year	Fuel	Configuration
26	T663	Ford	Girardin G5	2006	Diesel	12\2
27	T677	Ford	Girardin G5	2007	Diesel	12\2
28	T678	Ford	Girardin G5	2007	Diesel	12\2
29	T679	Ford	Girardin G5	2007	Diesel	12\2
30	T680	Ford	Girardin G5	2007	Diesel	12\2
31	T681	Ford	Girardin G5	2007	Diesel	12\2
32	T682	Ford	Girardin G5	2007	Diesel	12\2
33	T683	Ford	Girardin G5	2007	Diesel	12\2
34	T684	Ford	Girardin G5	2007	Diesel	12\2
35	T501	Ford	CBB Polar	2000	Diesel	12\4
36	T502	Ford	CBB Polar	2000	Diesel	12\4
37	T506	Ford	CBB Polar	2000	Diesel	12\4
38	T511	Ford	CBB Polar	2004	Diesel	12\4
39	T512	Ford	CBB Polar	2004	Diesel	12\4
40	T516	Ford	CBB Polar	2004	Diesel	12\4
41	T519	Ford	CBB Polar	2006	Diesel	20\4
42	T520	Ford	CBB Polar	2006	Diesel	20\4
43	T532	Ford	CBB Polar	2007	Diesel	20\4
44	T533	Ford	CBB Polar	2007	Diesel	20\4
45	T534	Ford	CBB Polar	2007	Diesel	20\4
46	T535	Ford	CBB Polar	2007	Diesel	20\4
47	T536	Ford	CBB Polar	2007	Diesel	20\4
48	T537	Ford	CBB Polar	2007	Diesel	20\4
49	T538	Ford	CBB Polar	2007	Diesel	20\4
50	C924	Ford	ProCom Polar	1999	Diesel	20\4

4.2 Vehicle Maintenance

4.2.1 General

- a) Maintenance and servicing of Custom Transit vehicles will be performed by a third party maintenance service provider (selected by the Service Provider) or by the Service Provider, if the Service Provider employs its own mechanics. Maintenance costs will be included on the monthly invoice to TransLink and will be paid as a “pass through” cost.
- b) The Service Provider shall be required to provide proper maintenance and servicing of the transit vehicles and must use the prescribed maintenance forms and maintain records as set out and updated from time to time by TransLink. In addition, the Service Provider shall follow directions set out periodically in Maintenance Circulars sent out by TransLink and must comply with the National Safety Code and any other requirements of the British Columbia Motor Vehicle Branch.
- c) The Service Provider shall ensure that each Custom Transit vehicle is compliant with the Commercial Vehicle Inspection Program (CVIP) and has a valid CVIP decal applied to the windshield.

- d) For new vehicles, the Service Provider must be familiar with new vehicle and equipment warranties and perform warranty repairs consistent with warranty policy. The Service Provider is expected to take full advantage of all warranty coverage.
- e) A copy of TransLink's standard inspection sheet is included as Schedule E of the Sample Operating Agreement (Refer to Schedule E of this RFP).

4.2.2 South of Fraser Area (SOFA)

- a) For the South of Fraser Area (SOFA), the maintenance service provider has been selected by TransLink and will operate out of the same building as the SOFA Service Provider located at 17535 – 55B Avenue.
- b) In this case, the Service Provider will still be expected to schedule the vehicles for servicing and maintenance and approve each maintenance invoice for payment, but the actual payment of the invoices will be the responsibility of TransLink.

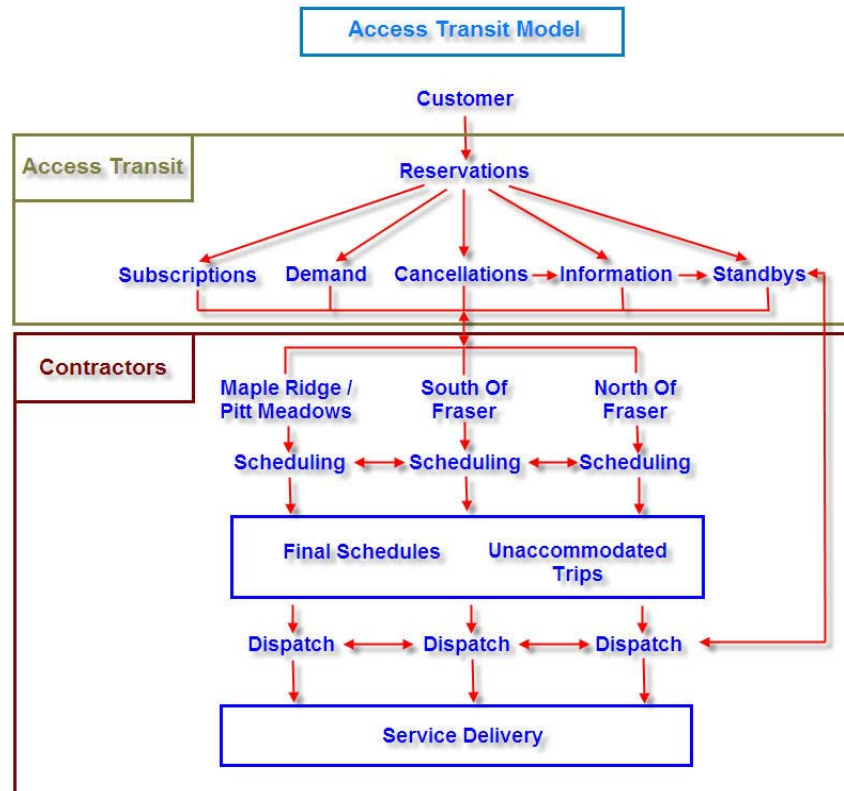
5.0 CLIENT REGISTRATION, BOOKING AND SCHEDULING OF RIDES

- 5.1 Effective January 1, 2009, client registration and booking transportation requests will be performed by the Access Transit Department within Coast Mountain Bus Company Ltd. (CMBC), a subsidiary of TransLink.
- 5.2 The Access Transit Department (ATD) will provide a central point of contact for all customer services requirements. The ATD will operate Monday to Sunday to assist customers with their transportation needs. All pertinent information regarding trip requests, modifications, or cancellations will be recorded within the system and be available for the Service Provider to produce service delivery schedules. All trip requests must be dealt with in a timely manner and any changes to the customer's trip requests must be communicated with the customer.
- 5.3 All transportation requests will be recorded into the reservation and scheduling software to be scheduled later by the Service Provider. The ATD will accept and create trips requested based on the following guidelines:
 - 1) Subscription trips can be requested at anytime. The Service Provider has up to one week to organize and confirm the scheduling of the trip.
 - 2) Casual trips can be requested up to six days in advance and up to two days prior to the day requested (during the booking window).

Casual or On Demand Trips Booking Window						
Active Booking Days						
Day 6	Day 5	Day 4	Day 3	Day 2	Day 1	Day Of Operations
Open	Open	Open	Open	Open/Standby	Standby	Standby
				Until 12:00/ After 12:00		

Cross-Boundary Trips						
Active Booking Days						
Day 6	Day 5	Day 4	Day 3	Day 2	Day 1	Day Of Operations
Open	Open	Open	Open	Closed	Closed	Closed

- 3) Group and special trips can be requested up to two weeks in advance.
- 4) Standby trips can be requested after the booking window is closed and up to two hours prior to the customer's appointment.
- 5.4 The Service Provider will be responsible for scheduling and maintaining all subscriptions requests. The Service Provider will activate all subscriptions into the Template schedules and ensure that the Templates are maintained in order to produce the most efficient schedules possible.
- 5.5 If a trip cannot be accommodated within the 30-minute window of the time requested, it is the Service Providers responsibility to contact the client and negotiate alternate times. The Service Provider will record any changes and comments in the reservation and scheduling software.
- 5.6 The Service Provider is responsible for creating service delivery schedules for each operating day. The Service Provider is required to determine the total service hours required to provide service for that day and will designate the number and length of runs required and assign vehicles and drivers to these runs. The Service Provider will use the reservation and scheduling software to produce each schedule and will provide the drivers' manifests by 2:00 pm (Pacific Standard Time) one day prior to the day of service. (As the relationship between the ATD and the Service Provider develops, it is anticipated that this time will move later in the day. Furthermore the future introduction of Mobile Display Terminal technology (MDT) may also change this relationship.)
- 5.7 TransLink will monitor the schedules and the Service Provider will implement changes recommended by TransLink that improve efficiency.
- 5.8 Any cancellations or change requests taken, after the schedules have been completed, will be entered into the Reservation and Scheduling Software by the ATD or Service Provider and it will be the responsibility of the Service Provider to communicate this information to the drivers.
- 5.9 The Service Provider will also be responsible for maintaining certain administration functions such as employee, vehicle and run information within the reservation and scheduling software.
- 5.10 The Service Provider will ensure that all system requirements are current and meet the needs of the customers and the ATD.
- 5.11 Both the Service Provider and the ATD will work in conjunction to analyze, plan and implement strategies to ensure that the service delivery is seamless and efficient.
- 5.12 The following diagram illustrates the anticipated relationship between the ATD and the Service Provider.



6.0 TRIPS

- 6.1 The trips that have been booked by the ATD in the period up to 12:00pm (noon) on Day 2 (refer to the table provided in Clause 5.3) prior to the day of operations have been guaranteed to clients, and **MUST** be provided by the Service Provider. Failure by the Service Provider to provide the trip will result in liquidated damages to the Service Provider of \$19.00/trip.
- 6.2 Standby trips taken by the ATD in the period after 12:00pm (noon) on Day 2 prior to the day of operations are not guaranteed. The Service Provider will make its best efforts to accommodate these standby trips within the maximum budget limits.
- 6.3 It is anticipated that the precise cut-off between when trips are guaranteed and when they are taken as standby, will change over the period of the OA.

7.0 USE OF TAXIS BY THE SERVICE PROVIDER

- 7.1 If the Service Provider finds it necessary or operationally efficient to provide trips by using taxis, then it should do so. TransLink will closely monitor the use of taxis by the Service Provider.

8.0 FARE MEDIA AND TAXI SAVERS

- 8.1 Under the previous contracting model, the Service Provider was responsible for selling FareSaver books, FareCards and Taxi Saver books to clients. Under the new model customers will be informed by the ATD that Service Providers will no longer be selling these items. FareSaver books and

FareCards should be purchased from TransLink FareDealers, and the Taxi Saver books can only be purchased from the ATD by mail.

9.0 OFFICE ACCOMMODATION AND VEHICLE PARKING

- 9.1 Office accommodation and vehicle parking will be provided, and paid for, by TransLink. Details of the facilities currently in place are detailed in Schedule C.
- 9.2 One office in the office facility will be reserved for the use of TransLink. This office will be able to accommodate 2 desks.
- 9.3 If office and parking facilities have not been secured by TransLink prior to execution of an OA, TransLink will ensure the Service Provider has the opportunity to view the facilities within sufficient time prior to the commencement of the service.
- 9.4 If a move of office or parking location is necessary during the term of the OA, TransLink will compensate the Service Provider in advance for reasonable moving costs. These moving costs will be negotiated and agreed to between the Service Provider and TransLink.

10.0 DRIVER TRAINING

- 10.1 The Service Provider shall meet the following minimum driver training requirements for new and existing drivers.

a) Training for New Drivers

1. A total of seven (7) days per driver including both classroom and on-the-road time.

b) Training for Existing Drivers

1. *Ride Checks*: the Service Provider shall complete a ride check for each driver annually. A Ride check form is to be completed for each driver and retained in his or her employee file. Ride checks should be for a minimum of one (1) hour per driver.

Note: In addition, TransLink may perform its own ride checks on 10-15% of drivers.

2. *Refresher Training*: the Service Provider shall provide refresher training courses once every two years. Course content will vary between Service Providers but should be based on feedback from drivers, instructors, incident reports and ride checks. Service Providers should allow for a minimum of one (1) day per driver per year.
3. *Remedial Training*: Remedial training should be used to assist drivers on an as needed basis. These training courses should address specific incidents with specialized one-on-one training.

c) Training for Instructors

1. Instructors are required to attend TransLink's "Train the Trainer" seminars when requested by TransLink.

11.0 HEALTH AND SAFETY

11.1 The Service Provider shall establish effective health and safety policies and programs in accordance with legislation and WorkSafeBC guidelines and requirements. In the case of a multiple-employer workplace, the Service Provider selected by TransLink must agree to be the prime contractor for the workplace. A statement to this effect is included as part of the Form of Proposal (Refer to Appendix 1).

12.0 FUTURE USE OF TECHNOLOGY

12.1 TransLink intends to introduce Mobile Display Terminal (MDT), Automated Vehicle Location (AVL), and Interactive Voice Recognition (IVR) technologies to support the Custom Transit system. Subject to the appropriate approvals being obtained, it is anticipated that the deployment of these technologies will commence in the 2nd quarter of 2009 and will be completed in the 2nd quarter of 2010, however, TransLink will not be obligated to do so.

12.2 TransLink will reimburse the Service Provider for reasonable costs associated with training Service Provider personnel prior to the implementation of this technology as agreed in advance in writing between TransLink and the Service Provider.

12.3 Reasonable incremental operating and maintenance costs associated with this technology will be covered by TransLink, as agreed in advance in writing between TransLink and the Service Provider.

13.0 TRANS LINK OWNED FIXED ASSETS

13.1 The Custom Transit vehicles, radio systems and Trapeze equipment located at the premises of the current Service Providers are owned by TransLink. In addition there are other TransLink owned fixed assets located at the offices of the current Service Providers. These assets will be made available to the successful Service Provider. Refer to Schedule D for a listing of these assets and their current locations.

14.0 COLLECTION OF PERSONAL INFORMATION

14.1 The Service Provider shall be responsible for accessing, receiving, collecting, using, and storing personal information. Such personal information could include names, addresses, contact, medical and trip information of Custom Transit passengers.

14.2 Without limiting the Service Provider's obligation to comply with all BC and Canadian laws, generally, the Service Provider **must** comply with privacy legislation, including the *BC Personal Information Protection Act* and the FOIPP Act. In particular, Part 3 of the FOIPP Act contains restrictions regarding disclosure of personal information inside and outside of Canada.

15.0 ADMINISTRATION OF OPERATING AGREEMENT (OA)

15.1 TransLink may, at its sole option, retain CMBC to administer the OA on behalf of TransLink and perform some or all of the obligations of TransLink therein.

SCHEDULE B

SERVICE PROFILE

This material will be available for pick-up from TransLink's Procurement Department at TransLink's Head Office located at MetroTower II, 1600 – 4720 Kingsway Avenue, Burnaby, BC. Arrangments must be made in advance through TransLink's Procurement Department (Telephone no. 604-453-4592 or e-mail: procurement@translink.bc.ca).

SCHEDULE C

OFFICE AND PARKING FACILITIES

Suitable facilities have been secured at 17535 - 55B Avenue, Surrey. Proponents are not to view facilities on their own or disrupt the current Service Provider's operations in any manner. TransLink will provide an opportunity for all Proponents to view the facilities after the Proposal Clarification Meeting.

SCHEDULE D

**TRANSLINK OWNED FIXED ASSETS
AVAILABLE TO THE SERVICE PROVIDER**

This information will be provided by an Addendum to the RFP documents. These assets are over and above the vehicles, radios and Trapeze-related computer equipment.

SCHEDULE E

**SAMPLE OPERATING AGREEMENT AND
SAMPLE VEHICLE LEASE AGREEMENT**

The sample agreements included in this Schedule E have been included form illustrative purposes only. The final version of agreements actually entered into with the successful Proponent may differ from the sample agreements.

Part A: Sample Operating Agreement

Part B: Sample Vehicle Lease Agreement

Note: The sample agreements included have been included for illustrative purposes only. The final version of the agreements with the successful Proponent may differ from the sample agreements.

PART A

**VANCOUVER REGIONAL
CUSTOM TRANSIT SYSTEM**

CUSTOM TRANSIT OPERATING AGREEMENT

between

TRANSLINK

and

[LEGAL SERVICE PROVIDER NAME]

January 1, 2009 to December 31, 2013

DRAFT

CUSTOM TRANSIT OPERATING AGREEMENT

THIS AGREEMENT made as of the 1ST day of January, 2009.

BETWEEN:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY, a corporation existing under the *South Coast British Columbia Transportation Authority Act* of the Province of British Columbia, having its offices at 4720 Kingsway, Burnaby, British Columbia

(hereinafter referred to as "TransLink")

OF THE FIRST PART

AND:

[LEGAL NAME OF SERVICE PROVIDER, description and address]

(hereinafter referred to as the "Service Provider")

OF THE SECOND PART

WHEREAS:

- A. TransLink is responsible for the regional transportation system in the TransLink Transportation Service Region, which includes Custom Transit Services (as defined herein), and is authorized to contract for the provision of Custom Transit Services;
- B. The Service Provider has the expertise to operate and manage Custom Transit Services, and is authorized to operate, manage and maintain Custom Transit Services within the TransLink Transportation Service Region as set out in this Agreement;
- C. The parties desire to provide effective and economical Custom Transit Services within the TransLink Transportation Service Region;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and of the covenants herein contained, the parties covenant and agree with each other as follows:

1.0 **DEFINITIONS**

In this Agreement, unless the context requires a different meaning, the following terms will have the following meaning:

Act will mean the *Greater Vancouver Transportation Authority Act* of the Province of British Columbia;

DRAFT

Associate will mean to indicate a relationship with a person:

- a) a corporation of which the person beneficially owns, directly or indirectly, more than 10% of the voting rights attached to all outstanding voting securities of the corporation;
- b) a trust or estate in which the person has a substantial beneficial interest or for which he or she serves as a trustee;
- c) a spouse, minor son or daughter of the person; or
- d) other than someone referred to in paragraph (c), a relative of the person or of his or her spouse who resides with the person;

Attendant will mean a person whose presence is essential to the Registered User to enable the Registered User to physically use Custom Transit Service and whose Trip origin and Trip destination are the same as the Registered User;

Confidential Information will mean personal information of individuals (including, without limitation, the names, addresses, telephone numbers and medical information of Registered Users) and any information deemed confidential or proprietary by TransLink;

Custom Transit Policy and Procedure Manual will mean the Custom Transit Policy and Procedure Manual established by TransLink, as amended from time to time;

Custom Transit Services will have the meaning set out in the Act;

Eligible User will mean a person who is eligible, under the TransLink Tariff, to use Custom Transit Services;

Environmental Laws means any laws, statutes, regulations, bylaws, and directions of all Government Authorities relating in any way to the environment, health, occupational health and safety, or transportation of dangerous goods, including the principles of common law and equity;

Fixed Costs will mean items of cost, incurred by the Service Provider, that may be reasonably and conveniently identified with the overall service but which cannot be directly assigned to a unit of service such as hours or kilometres of service. Items of cost will exclude the cost of items that are normally capitalized but may include appropriate charges for depreciation of capital assets;

Government Approval will mean any approval, authorization, certification, consent, exception, filing, lease, license, permit, registration or ruling, required by or with any Governmental Authority in order to perform the Service Provider's obligations hereunder;

Governmental Authority will mean any and all domestic, national, federal, provincial, territorial, regional, municipal or local governmental authority, quasi-government authority, court, government or self-regulatory organization, commission, board, tribunal, organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, having jurisdiction in any way over any aspect of the performance of the Service Provider's obligations hereunder;

Hours of Operation will mean the times, determined by TransLink at its sole discretion, during which Custom Transit Services are available to the public within the Service Area;

Maintenance Costs will mean parts and materials and labour costs for the maintenance of Revenue Vehicles;

Maximum Annual Amounts will mean the maximum amounts payable by TransLink to the Service Provider, with respect to actual, legitimate and reasonable expenses incurred by the Service Provider, for the specified categories of expenses set out in Schedule “B”;

Mid-Month Advance will mean the amount indicated in Schedule “B”;

Physical Assets will mean the assets set out in Schedule "F";

Projected Service Hours will mean the projected number of Service Hours of Custom Transit Services that are permitted to be provided by the Service Provider during the term of the Agreement as set out in Schedule “A”,

Registered User will mean an Eligible User who has satisfied the certification and registration requirements as set out in the TransLink Tariff, and confirmed by TransLink. The Service Provider will not permit a Registered User to travel as an Attendant unless authorized to do so by TransLink;

Revenue Vehicles will mean all motor vehicles used to deliver Custom Transit Services under this Agreement;

Service Area will mean the area described in Schedule “A”;

Service Hours will mean the hours of service actually operated with Revenue Vehicles during the Hours of Operation and available to the public as reflected in the Service Specifications and also includes authorized additional specified service according to the Service Specifications, but does not include Commercial or Institutional Purchase of Service;

Service Plan will mean a plan for the provision of Custom Transit Services based on objectives, policies and performance standards, and may include:

- a) an analysis of the type, quality and quantity of services to be provided;
- b) service alternatives;
- c) type and number of vehicles required;
- d) ridership estimates;
- e) performance measures;
- f) operating budget;
- g) fare structure (tariff); and
- h) marketing and public information strategies;

Service Specifications will mean a detailed description of the Custom Transit Services as set out in Schedule “A” of this Agreement, and may include but not necessarily be limited to:

- a) type, number, and ownership of vehicles;
- b) times and days of operation, including vehicle assignments and regularly scheduled Trips;
- c) Trip reservation and vehicle dispatch procedures;
- d) priority system for booking passenger Trips; and
- e) service standards and service productivity targets;

Services will mean all services to be provided by the Service Provider under this Agreement, including, without limitation, Custom Transit Services;

Statutory Holidays will mean New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and/or any other days that may be gazetted as Statutory Holidays;

Subscription Trip will mean a Trip delivered to a Registered User on a regular basis by the Service Provider, subject to service capacity and service availability as per Schedule “A”;

System Revenues will mean all revenue generated by Custom Transit Services in the TransLink Transportation Service Region pursuant to this Agreement, including all fare revenue, revenue from the sale of passes, tokens and tickets, and any other revenue accruing from the operation of the Custom Transit Services pursuant to this Agreement;

Term will mean the period set out in s. 3.1;

TransLink Tariff will mean the South Coast British Columbia Transportation Authority Tariff issued by TransLink, as amended from time to time;

TransLink Transportation Service Region will mean the geographical area of the Metro Vancouver or as indicated by the South Coast British Columbia Transportation Authority Act;

Trip will mean a one-way ride from point of origin to a destination and will not mean a return ride to the point of origin; and

Variable Hourly Costs will mean the costs incurred by the Service Provider in employing Custom Transit drivers to operate the Revenue Vehicles;

Vehicle Costs will mean fuel and tire costs incurred by the Service Provider in relation to operation of the Revenue Vehicles.

1.1 The following schedules will form a part of this Agreement:

Schedule “A”:	Service Specifications and Performance Standards
Schedule “B”:	Maximum Annual Amounts

Schedule “C”:	Terms of Payment
Schedule “D”:	Insurance
Schedule “E”:	Reports
Schedule “F”:	Physical Assets
Schedule “G”:	Personal Information

2.0 **REPRESENTATIONS AND WARRANTIES**

- 2.1 The Service Provider represents and warrants to TransLink, on execution of this Agreement and at all times during the Term, that:
- 2.1.1 the Service Provider is a corporation duly organized, in good standing, and validly existing under the laws of British Columbia, with all requisite power and capacity to own its properties and assets, to carry on its business as now conducted, and to observe, perform and comply with the terms of this Agreement;
 - 2.1.2 this Agreement constitutes the legal, valid and binding obligation of the Service Provider, enforceable in accordance with its terms;
 - 2.1.3 the Service Provider is financially solvent;
 - 2.1.4 the Service Provider is experienced in, and competent to perform, the Services contemplated by this Agreement; and
 - 2.1.5 all information, statements, documents and reports provided by the Service Provider to TransLink in connection with this Agreement, including, without limitation, the response to Request For Proposals, are true and correct.
- 2.2 The Service Provider further represents and warrants to TransLink, upon execution of this Agreement, that:
- 2.2.1 the execution, delivery and performance of this Agreement have been duly authorized by all necessary actions of the Service Provider and will not result in a breach of or a default under the Service Provider's organizational documents or other material agreement or instrument to which the Service Provider is a party;
 - 2.2.2 the Service Provider is not aware of any claim against it, or any litigation, that would affect its ability to perform the services or materially affect its financial condition;
 - 2.2.3 the Service Provider is not in breach of any statute, regulation or by-law or order of a Governmental Authority; and
 - 2.2.4 the Service Provider has familiarized itself with the requirements of any and all statutes, regulations and by-laws and the conditions of any required licenses and permits required to be obtained by it pursuant to the Agreement prior to entering into this Agreement.

- 2.3 The Service Provider further represents and warrants to TransLink that all Services of the Service Provider will be performed by qualified, experienced and competent personnel in a diligent, competent, professional and timely manner.
- 2.4 The Service Provider acknowledges that the warranties set out in this Agreement are in addition to all other warranties, express or implied, which may, at common law, be available to TransLink.

3.0 TERM

- 3.1 Subject to the provisions set out in this Agreement, the term of this Agreement will begin on January 1, 2009 and end on December 31, 2013.

4.0 CUSTOM TRANSIT SERVICES

- 4.1 During the Term, the Service Provider will provide Custom Transit Services within the TransLink Transportation Service Region in accordance with the terms set out in this Agreement.
- 4.2 The Service Provider will provide Custom Transit Services in accordance with the terms set out in Schedule “A”, including, without limitation, meeting the performance standards contained in Schedule “A”. At TransLink’s request, the Service Provider will meet with TransLink, from time to time, to review the Service Provider’s overall performance in providing Custom Transit Services, including the performance standards specified in Schedule “A”. The Service Provider will cooperate with other TransLink Service Providers providing Custom Transit Services in the TransLink Transportation Service Region and adjacent service areas, and will ensure that passengers travelling to or from the Service Area are transported as seamlessly as possible.
- 4.3 The Service Provider will comply at all times with the terms set out in Custom Transit Policy and Procedure Manual and the TransLink Tariff, as amended from time to time by TransLink. TransLink will notify the Service Provider in advance of any changes to the Custom Transit Policy and Procedure Manual or the TransLink Tariff.
- 4.4 The Service Provider will provide trained, competent, and licensed drivers to operate the Revenue Vehicles and will ensure that the Revenue Vehicles are operated at all times in a professional, competent and safe manner. Each year, the Service Provider will perform a minimum of one ride check, in the manner designated by TransLink in the Custom Transit Policy and Procedure Manual, for each driver and maintain all records related to the ridechecks for seven years after the termination of this Agreement. TransLink may perform additional ridechecks on 10-15% of drivers. The Service Provider will make vehicles and drivers available upon request.
- 4.5 The Service Provider will ensure that each driver submits to a criminal records check, through the BC Government Criminal Record Review Program, before commencing employment.

- 4.6 TransLink has established an ongoing driver-training program (in addition to initial training for new drivers) for all Revenue Vehicle drivers and the Service Provider will be responsible for implementing such training program and using the services of a suitably qualified trainer.
- 4.7 The Service Provider will collect, from each passenger, the correct fare set out in the TransLink Tariff and report to TransLink, on a monthly basis, the total amount of fare revenues collected. The Service Provider will store all fare media and fare revenue in a safe storage. TransLink will administer the Taxi Saver programs, certifying and registering the users as well as selling Taxi Savers and issuing refunds, if necessary.
- 4.8 TransLink will be responsible for preparing Custom Transit Service plans, establishing fares and terms of use for Custom Transit Services, determining service and performance standards for Custom Transit Services, and introducing new Custom Transit Services from time to time. The Service Provider will review and provide comments to TransLink regarding service plans and service specifications.
- 4.9 TransLink will be responsible for taking calls from Eligible Users, booking Custom Transit Services trips and preparing schedules. TransLink will also be responsible for making the schedules available to the Service Provider at an agreed way and time each day.
- 4.10 TransLink will be responsible for implementing a marketing plan for public information and promotion of Custom Transit Services, including printing public information brochures and posters, printing passenger notices for any special services, advertising service changes, and printing tickets. The Service Provider will distribute printed public information regarding Custom Transit Services as developed and approved by TransLink from time to time.
- 4.11 The Service Provider will maintain a log of all complaints and commendations it receives orally or in written format, including the time of call or date of the letter, name and address of the complainant or commendation, nature of complaint or commendation and the action taken to rectify or respond to the matter in question. The Service Provider will provide this information on complaints and commendations to TransLink on a monthly basis in an agreed format and level of detail. The Service Provider will refer to TransLink any suggestions from the public concerning the operation of Custom Transit Services.
- 4.12 The Service Provider will provide telephone information and dispatch services for Custom Transit Services as described in Schedule “A”. All telephone numbers used for this purpose will remain the property of, or be transferred to, TransLink upon termination of this Agreement.
- 4.13 The Service Provider will establish and maintain a lost and found service for Custom Transit passengers, as required by TransLink.
- 4.14 At the request of TransLink, the Service Provider will make available vehicles, drivers and whatever personnel or other resources are deemed necessary by TransLink to provide passenger services to individuals during an emergency situation pursuant to the British Columbia *Emergency Program Act*, and regulations thereto, and respond to and comply with

directions supplied by the Emergency Program designated area co-ordinator.

- 4.15 For the purpose of an inspection, the Service Provider will make available any vehicle(s) within 48 hours upon request of TransLink.

5.0 COMPENSATION AND SERVICE ADJUSTMENTS

- 5.1 TransLink will pay the Service Provider, for providing Services under this Agreement, in accordance with the terms set out in Schedule “C”. Notwithstanding any other provision contained in this Agreement, the parties confirm that the maximum annual amounts payable by TransLink under this Agreement will not exceed these amounts contained in Schedule “B”.

- 5.2 TransLink will have the right to direct the Service Provider to provide service levels above or below the number of Projected Service Hours specified in Schedule “A”. For adjustments in Service Hours up to $\pm 10\%$ of the Projected Service Hours specified in Schedule “A”, the Service Provider will be paid in accordance with the terms set out in Schedule “C”. For adjustments in Service Hours greater than $\pm 10\%$ of the Projected Service Hours specified in Schedule “A” for years two to five, the amounts payable to the Service Provider under Schedule “C” will be adjusted as follows:

5.2.1 The Service Provider will meet with TransLink within 15 days of notification from TransLink and discuss any anticipated increase or decrease in Fixed Costs, arising directly as a result of the adjustment in Service Hours greater than $\pm 10\%$ of the Projected Service Hours, which the Service Provider considers reasonable. The Service Provider will not be entitled to any adjustment of any costs other than Fixed Costs. Variable hourly costs will continue to be paid at the rate per Revenue Hour as specified in s. (1)(b)(i) (B) and (C) of Schedule “C”.

5.2.2 If the parties mutually agree on the adjustment to the Fixed Costs and such adjustment is confirmed in writing by both parties, the amount of Fixed Costs in Schedule “B” will be amended accordingly from the effective date of the adjustment.

5.2.3 If the parties fail to mutually agree on the adjustment to the Fixed Costs within 30 days of the meeting notification from TransLink under s. 5.2.1, TransLink will be entitled to terminate this Agreement in accordance with s. 11.2.4.

- 5.3 Note: process for negotiating and finalizing year 4 and year 5 budgets to be inserted.**

6.0 ASSETS

- 6.1 During the Term, TransLink will make available to the Service Provider, by way of lease, sublease or license, the Revenue Vehicles set out in Schedule “A” and the Physical Assets owned by TransLink, provided that TransLink will have the right to substitute other vehicles, equipment or assets at its sole discretion and at any time. The Service Provider agrees to enter into leases, subleases or licenses with TransLink as requested by TransLink.

- 6.1.1 During the Term, the Service Provider will, subject to s. 6.1.2, service and maintain all Revenue Vehicles in a strictly safe, dependable, and clean condition at all times, and in compliance with manufacturer's recommendations and the requirements set out in the Custom Transit Policy and Procedure Manual. The Service Provider will maintain detailed records of all service, maintenance and repair work performed on the Revenue vehicles. TransLink will provide technical support for the maintenance of Revenue Vehicles.
- 6.1.2 TransLink may, at its sole discretion, direct that some or all of the Revenue Vehicles assigned to the Service Provider, be repaired, fuelled and/or maintained (including parts) at designated facilities upon TransLink providing at least 30 days' written notice to the Service Provider.
- 6.2 The Service Provider will not permit or allow the use or operation of any vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the British Columbia *Insurance (Motor Vehicle) Act* or any regulations pursuant thereto.
- 6.3 All computer hardware, computer software, two-way radio equipment installed on Revenue Vehicles, and two-way radio base station equipment (including without limitation the radio base station antenna) and eventual Mobile Data Terminals (MDT) supplied by TransLink, or purchased with funds provided by TransLink for the purpose of acquiring such items (including without limitation through operating or capital budget allowances), and all other equipment provided by TransLink remain the property of TransLink and must be properly maintained and protected by the Service Provider and returned to TransLink in good operating condition upon termination of this Agreement.

7.0 REPORTING REQUIREMENTS

- 7.1 During the Term, the Service Provider will submit to TransLink the reports set out in Schedule "E" and such other reports as requested by TransLink from time to time.

8.0 RECORDS AND AUDIT

- 8.1 The Service Provider will maintain at its offices the following records:
- 8.1.1 an accurate record of all actual costs of operation in relation to this Agreement, completely separate from the Service Provider's other operations, including, without limitation:
- 8.1.1.1 Fixed Costs;
 - 8.1.1.2 Variable Hourly Costs;
 - 8.1.1.3 Vehicle Costs;
 - 8.1.1.4 Maintenance Costs;

8.1.1.5 Supplementary Taxi Costs;

8.1.1.6 Environmental Spill Responder Costs;

all in such form and with such supporting or ancillary documents as will readily disclose the amounts (including any discounts the Service Provider is receiving) and, where applicable, the basis of calculation of each of s. 8.1.1.1 to 8.1.1.6;

8.1.2 without limiting the generality of the foregoing, all books, records and source documents relating to each of s. 8.1.1.1 to 8.1.1.6;

8.1.3 all records in relation to Eligible Users;

8.1.4 number of Service Hours provided by the Service Provider; and

8.1.5 amount of fare revenue collected by the Service Provider.

The Service Provider will maintain the above records and documents at its offices at all times during the term of this Agreement and for at least six months hereafter.

8.2 At any time, TransLink will have the right to:

8.2.1 Inspect and audit any and all books, records and documents of the Service Provider relating to this Agreement and, upon 24 hours' written notice, examine and copy such books, records and documents at all reasonable times during ordinary business hours;

8.2.2 Initiate an independent audit (utilizing internal TransLink auditors, external auditors, or a combination thereof) of all books, records and documents referred to in s. 8.1 and any other records relating to this Agreement;

8.2.3 Without limiting the generality of s. 8.2.1 and 8.2.2, audit the passenger fares, controls, and records of the Service Provider as they pertain to the collection and handling of fare revenues; and

8.2.4 Audit driver ride check records.

8.3 During the Term, TransLink will have the right to monitor and conduct audits of the Service Provider's operations, including, without limitation, passenger satisfaction, the Service Provider's fulfilment of its Minimum Service Hours requirement under Schedule "A", and the Service Provider's fulfilment of other service requirements and specifications under this Agreement. This monitoring may include the use of Mystery Riders or other monitoring methods.

8.4 The Service Provider will provide TransLink with audited financial statements, for each fiscal year or portion of a fiscal year that falls within the Term, no later than 90 days after the

end of the Service Provider's fiscal year.

- 8.5 Unless and except to the extent otherwise notified in writing by TransLink to the Service Provider, TransLink appoints Coast Mountain Bus Company Ltd. as its agent, to administer the Operating Agreement on behalf of TransLink and to perform all obligations of TransLink under the Operating Agreement.

9.0 CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 9.1 Except as required by law, the Service Provider agrees to preserve the confidentiality of the Confidential Information and will not use the Confidential Information for its benefit, or for the benefit of any other person, or for any purpose other than strictly for the purpose of this Agreement. The Service Provider will not disclose the Confidential Information without the prior written consent of TransLink, provided however, that the Service Provider may disclose any information which is already publicly known through no act or omission of the Service Provider, which is discovered or created independently of any involvement with TransLink or Custom Transit Services, which is otherwise learned through legitimate means other than from TransLink or from providing Custom Transit Services, or as required by law.

- 9.2 The Service Provider acknowledges that:

9.2.1 this Agreement and all information provided by the Service Provider to TransLink (including, without limitation, the Supplier's confidential information) are subject to the British Columbia *Freedom of Information and Protection of Privacy Act* (“*FOIPP Act*”); and

9.2.2 except for certain information contained in Schedules “B” and “C”, this Agreement may be disclosed by TransLink to any party without the consent of the Service Provider.

- 9.3 Without limiting the foregoing, the Service Provider will comply with the provisions of Schedule “G”.

10.0 INSURANCE AND INDEMNITY

- 10.1 During the Term, the Service Provider will maintain insurance as specified in Schedule “D”, and TransLink will maintain insurance as set out in Schedule “D”.

- 10.2 The Service Provider will indemnify and save harmless TransLink, its directors, officers, employees, agents and Service Providers against all claims, demands, complaints (including, without limitation, complaints pursuant to human rights legislation), actions, liabilities, costs (including, without limitation, actual legal fees and disbursements), suits arising out of or in connection with this Agreement, including, without limitation:

10.2.1 any contravention or alleged contravention of the laws of British Columbia or Canada;

10.2.2 any breach or non-performance of an obligation of the Service Provider;

- 10.2.3 any wilful or negligent act or omission of the Service Provider, its directors, officers, employees, agents or Service Providers (including, without limitation, taxi companies used to provide supplementary taxi service); or
- 10.2.4 any other act or omission of the Service Provider, its directors, officers, employees, agents or Service Providers (including, without limitation, taxi companies used to provide supplementary taxi service).
- 10.3 The Service Provider will report all claims of which it has notice, whether arising from an accident or otherwise and whether covered by insurance or not in accordance with the procedure specified by TransLink. In respect of any such claim, the Service Provider and all of its directors, officers and employees will provide to TransLink and, at its direction, to its insurers such information as may be available with respect to any such claim. No director, officer or employee of the Service Provider will admit to any liability in respect of any such claim without the authorization of TransLink.

11.0 DEFAULT AND TERMINATION

- 11.1 If the Service Provider or its employees fail in the due performance of any part of this Agreement, TransLink may make such arrangements as are considered necessary to provide the Services that are the subject of this Agreement. In the event of any such failure to perform, payment will not be made for each day or part day that such failure continues. Any expense, loss, damage or deficiency that may in consequence arise will be deducted out of any monies otherwise payable to the Service Provider under the terms of this Agreement or will be paid by the Service Provider. This does not include any service lost due to extreme weather conditions, road obstructions, or "Acts of God" that are beyond the reasonable control of the Service Provider.
- 11.2 TransLink retains the right to terminate this Agreement:
- 11.2.1 immediately upon giving written notice to the Service Provider if the Service Provider ceases to provide, or substantially ceases to provide, Custom Transit Services in the Service Area as set out in this Agreement;
- 11.2.2 upon breach by the Service Provider of any term or covenant hereof (including non-performance by the Service Provider), other than a breach described in s. 11.2.1, provided that the Service Provider has been given written notice of the breach or non-performance and fails to remedy that breach or non-performance within 30 days after receipt of such written notice;
- 11.2.3 upon written notice to the Service Provider if the Service Provider makes a general assignment for the benefit of creditors (as defined in the *Canada Bankruptcy and Insolvency Act*) or becomes bankrupt or insolvent or takes the benefit of any act now or hereinafter in force for bankrupt or insolvent debtors, or if proceedings are commenced or an order is made for the winding up of the Service Provider or other termination of its corporate existence; or

- 11.2.4 upon providing at least 16 weeks' written notice of termination to the Service Provider if the parties fail to mutually agree on the adjustment to the Fixed Costs under s. 5.2.3.
- 11.3 The Service Provider will be entitled to terminate this Agreement:
- 11.3.1 upon breach by TransLink of any term or covenant hereof (including non-performance by TransLink), provided that TransLink has been given written notice of the breach or non-performance and fails to remedy that breach or non-performance within 30 days after receipt of such written notice; or
- 11.3.2 upon providing at least 16 weeks' written notice of termination to TransLink if the parties fail to mutually agree on the adjustment to the Fixed Costs under s.5.2.3.
- 11.4 In the event of termination under this s. 11, the Service Provider will be entitled to no compensation other than for Services rendered up to the date of said termination

12.0 DISPUTE RESOLUTION

- 12.1 Any dispute or controversy occurring between the parties hereto relating to the interpretation or implementation of any of the provisions of this Agreement will be resolved by arbitration. Such arbitration will be conducted by three arbitrators, one selected by TransLink, one selected by the Service Provider and a third person who will be chair (selected by the other two arbitrators).
- 12.2 Any arbitration will be held in the City of Vancouver and conducted pursuant to the rules of procedure of the British Columbia International Commercial Arbitration Centre and the British Columbia *Commercial Arbitration Act*.

13.0 CONFLICT OF INTEREST

- 13.1 The Service Provider confirms and, for greater emphasis, covenants that, save as disclosed in writing by the Service Provider prior to the signing of this Agreement, no director, officer or employee of TransLink or one of its subsidiaries or an Associate of such director, officer or employee:
- a) has any interest in the Service Provider whether by way of ownership, management or control, employment or otherwise including any contractual relationship; or
 - b) has or is entitled to have any interest in this Agreement or any benefit arising therefrom.

And the Service Provider further covenants and agrees that this provision is a fundamental condition to this Agreement, and any breach thereof will entitle TransLink, at its sole discretion, to terminate this Agreement whereupon:

- c) the Service Provider will reimburse TransLink for any loss which it sustains as a result of the termination; and
- d) the Service Provider will waive and be deemed to have waived any right or recourse or claim for compensation against TransLink thereby arising.

14.0 OPTION TO RENEW

- 14.1 The parties agree that TransLink will have the option, in its sole direction, to renew this Agreement for a further term of either one year or two years (the term selected by TransLink to be referred to as the “Renewal Term”) commencing on the day following the last day of the Term, upon all the terms, covenants, and conditions contained in this Agreement except this right of renewal and as otherwise expressly provided herein, and the definition of “Term” will be amended accordingly.
- 14.2 If TransLink exercises the option to renew under s. 14.1, TransLink must give written notice to the Service Provider at least _____ months prior to the end of the Term.
- 14.3 The Maximum Annual Amounts set out in Schedule “B” which will apply to the renewal term and the terms of Schedule “A” which will apply to the renewal term will be subject to negotiation between the parties.

15.0 TRANSITION TO NEW SERVICE PROVIDER

- 15.1 The Service Provider confirms that it will continue to perform all of its obligations under this Agreement, including, without limitation, services as set out in Schedule “A”, until the effective date of termination.
- 15.2 Upon termination of this Agreement, the Service Provider will transfer to TransLink, or to a third party as directed by TransLink, all of the records, assets and information relating to this Agreement or Custom Transit Services, including, without limitation, all Revenue Vehicles, Revenue Vehicle maintenance records, information concerning scheduled trips, HandyDART telephone numbers, all files relating to Registered Users and Eligible Users, and assets referred to in s. 6.3.

16.0 ENVIRONMENTAL LAWS AND POLICIES

- 16.1 Without limiting the generality of s. 17.2, the Service Provider will ensure that it operates and performs all of its obligations under this Agreement in strict compliance with all Environmental Laws. The Service Provider shall ensure that all of its staff members receive adequate training to prevent and respond promptly to violations of Environmental Laws in relation to their duties. The Service Provider must notify TransLink immediately regarding any actual or potential violation of Environmental Laws in relation to this Agreement. TransLink will be entitled, but will not be required, to conduct audits of the Service Provider’s operations for the purpose of ensuring compliance by the Service Provider with this s. 16.1.

- 16.2 The Service Provider will meet the requirements of the TransLink Environmental Management System (EMS) and adhere to TransLink's Environmental Policy and Emissions Policy.
- 16.3 The Service Provider will develop and maintain an Environmental Management System (EMS) that, at minimum (as exemplified by ISO 14001):
- a) Identifies the Service Provider's Environmental Aspects and Impacts;
 - b) Sets Objectives and Targets to mitigate the Environmental Impacts;
 - c) Reviews, and ensures compliance with, Legal and other requirements; and
 - d) Implements programs and procedures as necessary, such as training, emergency planning, monitoring and measurement, non-conformance and corrective action, and waste management, to meet the requirements of the EMS.
- 16.4 The Service Provider must review the progress of the EMS semi-annually and conduct a legal compliance environmental review annually, in order to meet the reporting requirements in Schedule "E". The Service Provider must satisfy itself that the reviews are performed by qualified personnel and must state the environmental and professional qualifications of the person(s) performing these reviews. The EMS must be documented such that it is available for further review and auditing at the request of TransLink.
- 16.5 The Service Provider will maintain a log of all environmental incidents, including, but not limited to, the time and date of the incident, location of the incident, nature of the incident, cause of the incident, actions taken to rectify the matter in question, and preventive actions designed to minimize the likelihood of recurrence of incidents of the same nature. Records of any communications with regulatory agencies in response to environmental incidents including, but not limited to, Dangerous Goods Incident Report (DGIR) numbers for incidents reported to the Provincial Emergency Program, follow-up reports submitted to regulatory agencies, and communications issued to the Service Provider by regulatory agencies.
- 16.6 The Service Provider will ensure that all subcontractors retained by it (including, without limitation, vehicle maintenance contractors, waste disposal contractors, and spill responders) perform their services in an environmentally responsible manner and have all necessary permits.

17.0 GENERAL

- 17.1 The Service Provider acknowledges and agrees that it is not an agent or employee of TransLink, but that it is an independent Service Provider and that it has no authority to bind or attempt to bind TransLink in any way or to assume or incur any obligations or responsibility, express or implied, for or on behalf of, or in the name of, TransLink. The Agreement will not be interpreted so as to constitute the Service Provider a partner, joint venturer, beneficiary, agent, employee or representative of TransLink for any purpose whatsoever.
- 17.2 The Service Provider will comply with all applicable laws, statutes, regulations, by-laws, and directions of all Governmental Authorities and obtain all required Governmental Approvals

in connection with the performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the Service Provider will:

- 17.2.1 comply with all applicable requirements of the Commercial Vehicle Inspection program initiated by the Motor Vehicle Branch and with the Air Care Program; and
 - 17.2.2 maintain Workers' Compensation insurance for its employees and comply with all requirements of the Workers' Compensation Board / WorkSafeBC.
- 17.3 Time will be of the essence under this Agreement.
- 17.4 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the parties with respect to the subject matter of this Agreement.
- 17.5 This Agreement may be amended, in whole or in part, including the Schedules attached, during the term of this Agreement by the mutual written consent of both parties.
- 17.6 If any terms, covenant, or condition contained in this Agreement or the application thereof to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement or the application of that term, covenant, or condition to persons or circumstances, other than those concerning which it is held invalid or unenforceable, will not be affected thereby and each term, covenant, and condition of this Agreement will be separately valid and enforceable to the fullest extent permitted by law.
- 17.7 This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 17.8 TransLink will have the right to assign all or part of this Agreement to any entity. The Service Provider may not assign this Agreement without the prior written consent of TransLink, such consent not to be unreasonably withheld.
- 17.9 All notices, claims and communications required or permitted to be given hereunder will be in writing and will be sufficiently given if personally delivered to a responsible officer of the party hereto to whom it is addressed or if mailed by prepaid registered mail, to:

TransLink:

Chief Executive Officer
TransLink
1600 – 4720 Kingsway
Burnaby, British Columbia V5H 4N2

Service Provider:**[Title of designated signatory]**

[Company name]

[Company address]

[City, Province Postal]

Any such notice will be effective as of the day of personal delivery or as of five (5) days following the date of such posting, as the case may be, provided that the notice be registered letter will not be effected for the purpose hereof if, at the time of posting, any interruption of mail service in the place of posting or of destination is then in effect or, to the knowledge of the public contemplated to occur within seven (7) days of the time of posting.

17.10 This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada. Except as provided in s.12, the parties consent to the jurisdiction of the courts of the Province of British Columbia.

17.11 Sections 4.4, 6.1, 8.1, 8.2, 8.4, 9 and 10.2 will survive termination of this Agreement.

17.12 The Service Provider and TransLink undertake to do all things and sign all documents necessary or useful to give full effect to the intent and provisions of this Agreement.

17.13 Interpretation

(a) **Headings:** The various headings used in this Agreement are for purposes of reference only and shall not, unless by necessary implication, be used to interpret its contents.

(b) **Gender and Number:** Unless required by the context, references to gender and number are not to be construed as limited to the gender or number referred to.

(c) **Schedules:** Schedules A, B, C, D, E, F and G to this Agreement are contractual terms and have the same force and effect as if they were written as a terms contained within the text of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day first above written.

TransLink

AUTHORIZED SIGNATORY

[Legal Name of company]

AUTHORIZED SIGNATORY

DRAFT

SCHEDULE “A”

**Service Specifications and
Performance Standards**

SCHEDULE “B”**Maximum Annual Amounts****YEAR 20xx**

Expenditures	Maximum Annual Amounts for Year 20xx
Fixed Costs	#[insert amount]
Variable Hourly Costs	#[insert amount]
Vehicle Costs	#[insert amount]
Maintenance Costs	#[insert amount]
Supplementary Taxi Service	#[insert amount]

Total Maximum Annual Amount Under this Agreement for Year 20xx #[insert amount]

[Separate table for each year covered under this agreement]

SCHEDULE “C”

Terms of Payment

1) **Payment to the Service Provider**

- a) TransLink agrees to pay to the Service Provider the Mid-Month Advance on or about the 15th day of each month during the term of this Agreement. Each such Mid-Month Advance will be transferred automatically into a bank account designated by the Service Provider.
- b) Subject to the limits set out in s. 1(c), TransLink will make the following monthly payments to the Service Provider:
 - i) for service specified in Schedule “A”:
 - (A) $\frac{1}{12}$ of the annual Fixed Costs as set out in Schedule “B”; plus
 - (B) \$xx.xx per Service Hour for specified regular service and additional service for year 20xx (\$xx.xx for 20xx, \$xx.xx for 20xx, \$xx.xx for 20xx, \$xx.xx for 20xx); plus
 - (C) Reasonable Vehicle Costs for fuel actually incurred by the Service Provider (including the deduction of any discounts received by the Service Provider), upon receipt of supporting documentation satisfactory to TransLink; plus
 - ii) All reasonable maintenance costs charged by a subService Provider, actually incurred by the Service Provider, upon receipt of supporting documentation satisfactory to TransLink; plus
 - iii) All legitimate and approved costs incurred by the Service Provider in providing supplementary taxi service for Eligible Users, when this is considered an efficient and cost effective alternative, will be paid at cost as incurred, upon receipt of documentation satisfactory to TransLink; plus
 - iv) All reasonable costs charged by, and paid by the Service Provider to, a spill responder for the clean up of environmental spills (including, without limitation, use of a vacuum truck, cost of absorbent materials, and disposal costs), upon receipt of supporting documentation satisfactory to TransLink, provided that such costs were not incurred as a result of breach of this Agreement by the Service Provider; minus
 - v) Monthly System Revenues collected from passengers and retained by the Service Provider; minus

- vi) An amount equal to the Mid-Month Advance.
- iv)
- v)
- c) For each calendar year, TransLink’s obligation to make the payments set out in s. 1(b) will be strictly limited as follows:
 - i) TransLink will not be obligated to make any payments under s. 1(b)(i)(A) in excess of the Maximum Annual Amount for Fixed Costs set out in Schedule “B”;
 - ii) TransLink will not be obligated to make any payments under s. 1(b)(i)(B) in excess of the Maximum Annual Amount for Variable Hourly Costs set out in Schedule “B”;
 - iii) TransLink will not be obligated to make any payments under s. 1(b)(i)(C) and s. 1(b)(ii) in excess of the Maximum Annual Amount for Vehicle Costs and Maintenance Costs set out in Schedule “B”; and
 - iv) TransLink will not be obligated to make any payments under s. 1(b)(iii) in excess of the Maximum Annual Amount for Supplementary Taxi Service set out in Schedule “B”.

2) **Submission of Invoice**

TransLink agrees to pay the Service Provider the amounts calculated in accordance with Section (1)(b) of this Schedule within fifteen (15) days of receipt of a monthly Service Provider’s Invoice as provided in Schedule “E”, subject to the Maximum Annual Amounts set out in Schedule “B”.

3) **Goods and Services Tax Rebate**

The Service Provider will, in a timely manner, apply for a rebate of the applicable portion of all Goods and Services Tax (“GST”) paid in connection with providing HandyDART service under this Agreement. The amount of any GST rebate received by the Service Provider from the federal government will be credited to TransLink on the following month’s Service Provider’s Invoice.

SCHEDULE “D”

Insurance

The Service Provider and TransLink will purchase and maintain in force throughout the term of this Agreement, insurance policies covering the perils specified herein as set out below. As evidence of insurance coverage, the Service Provider will deposit with TransLink copies of the insurance policies the Service Provider is required to purchase in accordance with this Agreement. Minimum insurance coverage requirements are as follows:

1) **Vehicle Insurance**

a) The Service Provider will purchase and maintain insurance on all vehicles used by the Service Provider in the operation of the public passenger transportation system under this Agreement as follows:

i) Third Party Liability insurance of One Million Dollars (\$1,000,000.00) purchased from the Insurance Corporation of British Columbia.

b) TransLink will maintain insurance on all vehicles used by the Service Provider in the operation of the public passenger transportation system under this Agreement as follows:

i) Third Party Liability insurance in excess of One Million Dollars (\$1,000,000.00) to a total limit of Twenty Five Million Dollars (\$25,000,000.00).

ii) Collision or upset insurance covering the declared value of the vehicle.

iii)

Deductibles (payable by the Service Provider):

Each claim for loss or damage will be adjusted separately and from the amount of such adjusted claim the amount of One Thousand Dollars (\$1000.00) [this amount under review] will be deducted. This will apply on an occurrence basis. In the event of an insurable loss involving two separate insured properties, one deductible amount will be applied to this one occurrence.

iv) Comprehensive insurance covering hazards such as fire, theft, vandalism, glass breakage, falling trees, windstorms, etc.

v)

Deductibles (payable by the Service Provider):

Each claim for loss or damage will be adjusted separately and from the

amount of such adjusted claim the amount of Five Hundred Dollars (\$500.00) [this amount under review] will be deducted. This will apply on an occurrence basis. In the event of an insurable loss involving two separate insured properties, one deductible amount will be applied to this one occurrence. One deductible amount will apply to the total claims in any one occurrence caused by windstorm from the same atmospheric disturbance.

2) **Computer Equipment Owned by TransLink**

The Service Provider will purchase and maintain insurance on all TransLink owned computer hardware and software against loss or damage in an amount not less than the full replacement value and the Service Provider will determine the full replacement value thereof.

3) **Physical Assets Owned by the Service Provider or Leased from a Party other than TransLink (where applicable)**

The Service Provider will purchase and maintain insurance, on all Physical Assets owned by it or leased by it from a party other than TransLink not otherwise insured under this Schedule, against loss or damage from all risks in an amount not less than the full replacement value, and the Service Provider will determine the full replacement value thereof.

4) **Comprehensive General Liability Insurance**

TransLink will take out and maintain Comprehensive Third Party General Liability Insurance covering the operation of the public passenger transportation system specified in Schedule "A" of this Agreement on an occurrence basis in an amount not less than Twenty-Five Million Dollars (\$25,000,000.00). Such insurance will include the Service Provider as an additional insured party, and the policy will apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each of the insured parties. TransLink confirms that the definition of "Insured" under such insurance includes directors and officers of the Service Provider while acting on behalf of the Service Provider.

Note that TransLink's comprehensive general liability insurance does not extend to cover any non-transit activities that the Service Provider may be engaged in. The Service Provider will require separate comprehensive general liability insurance coverage for its other activities.

5. Additional Covenants

- a) The Service Provider covenants that it will not knowingly permit, suffer, allow or connive at the use or operation of any Revenue Vehicle in respect of this Agreement by any person, or in any way, or for any purpose, contrary to the provisions of the *Insurance (Motor Vehicle) Act* or any regulations pursuant thereto. The Service Provider will indemnify and save harmless TransLink from any breach of this covenant.
- c) It is mutually understood and agreed that the responsibilities to acquire and maintain policies of insurance pursuant to this Agreement will be restricted and limited to the provisions of this Schedule “D”.

6. Garage Liability Policy

The Service Provider will purchase and maintain a minimum of Five Million Dollar ICBC Garage Liability policy if the Service Provider performs the maintenance of Revenue Vehicles. If the Service Provider contracts out maintenance, the Service Provider needs to ensure that the facilities used for Revenue Vehicle maintenance are appropriately insured.

SCHEDULE "E"

Invoice for Service Contracts

For each month during the Term, not later than the twentieth (20th) day of the following month, the Service Provider will prepare and submit the following reports to TransLink:

- 1) Monthly:
 - a) Service Provider's Invoice for Custom Transit Operation (*in the form attached hereto*)
 - b) Statistics and Key Performance Indicator (*see attached, KPIs may change time to time, additional KPIs are under consideration*).
 - c) Daily Operations Summary form (*see attached*).
 - d) Monthly Operating Revenue Summary (*format TBD*).
 - e) Monthly Statistic forms (*format TBD*).
 - f) Complaint Log for complaints received by the Service Provider directly from customers. Format and detail of the complaint log to be determined at a later date.
 - g) Supplementary Taxi Service form to report taxi usage (*see attached*).
 - h) Custom Transit Preventative Maintenance Schedule (*see attached*).
 - i) OmniFleet data (**Note: may be changed**).
 - j) Number of Vehicles.
 - k) Ride check forms (*see attached*).
 - l) Monthly summary of reportable and non-reportable spills, including any spills for which a recovery under Schedule "C" is claimed.
 - m) Semi-annually, by February 15th and August 15th, summary of progress of Environmental Objectives & Targets, Environmental Incidents and Non-Compliances, Audits and Corrective Actions. To be based on the template of TransLink Semi-annual environmental update.
 - n) Annually, by August 15th, an environmental legal compliance review. To be based on a template of TransLink Semi-annual environmental update.
- 2) Within 24 hours of a passenger or vehicle accident:
 - a) Vehicle Accident/Incident Report (M-173).
- 3) On Request:
 - a) Trip Log forms;
 - b) Occupational Health and Safety minutes, forms, policies, etc.;
 - c) Other information pertaining to the service that may be deemed necessary from time to time, subject to the Service Provider being able to provide same without incurring any expenses or costs not recoverable under the Fixed Costs set out in Schedule "B".

The Service Provider will maintain and provide monthly to TransLink the following data for statistical purposes by the twentieth (20) day of the following month and provide access to any other information as may be required for statistical purposes:

- 1) Fare Box Revenue:
Fares received plus receivable (per day and monthly total).

- 2) Distance:
Total Service Kilometres-monthly total.
- 3) Service Hours:
 - a) Specified Service Hours (total hours of service per Schedule “A”, per day and per month at the regular Service Hour hourly rate).
 - b) Additional Service Hours (total hours of additional service delivered as per Schedule “A”, per day and per month at the additional service hourly rate).

Service Provider's Invoice for Custom Transit Operations
 (may be amended time to time by TransLink)

INVOICE FOR SERVICE CONTRACTS

TransLink

1600 - 4720 Kingsway, Metrotower II, Burnaby, BC, Canada V5H 4N2 Tel: (604) 453-4634 Fax: (604) 453-4628

REPORTING PERIOD

From			
To			
	month	day	year

Centre Code

TOTAL FIXED COSTS **7310**

VARIABLE HOURLY COSTS

Specified Revenue Hours	<input type="text"/>	rate	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Additional Revenue Hours	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Grand Total Hours	<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Variable Hourly Costs \$ **7300**

VEHICLE COSTS, (attach receipts)

Fuel	<input type="text"/>	rate	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
						7385

Total Vehicle Costs \$ **7385**

MAINTENANCE COSTS (attach receipts) **7390**

OTHER (specify and attach receipts)

Supplemental Taxi \$	<input type="text"/>	7341	<input type="text"/>	<input type="text"/>	<input type="text"/>
C & C Insurance \$	<input type="text"/>	8492	<input type="text"/>	<input type="text"/>	<input type="text"/>
Training \$	<input type="text"/>	7355	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Other Costs \$

Signature of Operating Manager	
For TransLink Use Only	
Approval for Payment by TransLink	
Net Cost:	
Date:	
Signature	

Grand Total Costs	<input type="text"/>	<input type="text"/>	<input type="text"/>
GST	<input type="text"/>	<input type="text"/>	<input type="text"/>
Subtotal	<input type="text"/>	<input type="text"/>	<input type="text"/>
Less revenue collected by contractor (CR)	<input type="text"/>	<input type="text"/>	<input type="text"/>
- Cash Fares	<input type="text"/>	<input type="text"/>	001-1480
- Other	<input type="text"/>	<input type="text"/>	001-1480
TOTAL Revenue Collected	<input type="text"/>	<input type="text"/>	<input type="text"/>
Net Cost	<input type="text"/>	<input type="text"/>	<input type="text"/>
Less Advance (CR)	<input type="text"/>	<input type="text"/>	001-2020
NET AMOUNT PAYABLE	<input type="text"/>	<input type="text"/>	<input type="text"/>

LIST OF STATISTICS AND KEY PERFORMANCE INDICATOR (KPI's (may be amended
from time to time by TransLink)

1.0 STATISTICS

Driver – Full Time (FTEs)

Driver – Part Time (FTEs)

Office Staff – Full Time (FTEs)

Office Staff – Part Time (FTEs)

Missed Trips

No Shows

Cancellation at the door

Complaints (oral and written) about drivers

Complaints (oral and written) about service

Commendations (oral and written) about drivers

Commendations (oral and written) about service

Cancelled Service due to vehicle shortage (hours cancelled)

Cancelled Service due to vehicle break down (hours cancelled)

Cancelled Service due to personnel shortage (hours cancelled)

Cancelled Service due to other (hours cancelled). Provide reason.

2.0 KEY PERFORMANCE INDICATORS (KPIs)

(The KPIs will be finalized at a later date. TransLink will set targets for the KPIs in consultation with the Service Provider.

2.1 Service Quality

1. On-time performance;
2. Number of same day trips delivered;
3. Average time on-board per client / excessive on-board time;
4. Service hours available per registered client;
5. Monthly trips per registered user;
6. Number of missed trips;
7. Complaint response time; and
8. Complaint frequency per 1,000 trips delivered.

2.2 Service Efficiency

1. Clients trips per hour.

2.3 Cost

1. Operating cost per client trip.

2.4 Safety

1. Number of collisions per 1,000kms service;
2. Number of injuries per 1,000kms service; and
3. Percentage of preventative maintenance checks on-time.

DAILY OPERATIONS SUMMARY

(Format and detail TBD)

DRAFT

Custom Transit preventative maintenance schedule form

HandyDART Preventative Maintenance Schedule

Date _____

Vehicle _____

Operating Company _____

Odometer _____

Work Order # _____

CVI expiry _____

Check boxes when tasks are completed. Mark an X if repairs are needed. Report comments on back of form

6000 kms 1.2 hrs	24000 kms including 6K inspection 2.5 hrs
Oil & Filter Change	Inspect Fan, Shroud & Drive Belts
Rear Brakes (condition / pad %) _____ %	Check Air Inlet box and connections
Front Brakes (condition / pad %) _____ %	Check wheel nut & axle bolt torque
Check & lube caliper slides if needed (GMC)	Check wheel bearings for endplay & noise
Check Air Filter Minder & replace filter if required	Lube Doors / Hinges / Locks / Holders/ Hood latch
Inspect Trans Fluid & Level	Replace fuel filter / water seperator
Inspect Cooling system level & hoses	Check frame & body mounts
Check steering linkages, front suspension & lube	Check coolant PH level and add conditioner if necessary
Check driveshaft emergency brake	
Check p/s level & condition	
Check brake fluid level & condition (flush if necessary)	
Add fuel conditioner (2-3 ounces)	
Check rear shear springs & torque eye bolt to 80 ft/lbs (Mor/Ryde)	
Inspect battery cables /connections & load-test	
Inspect driveline U-joints, steady bearings & lube	
Inspect differential for leaks	
Inspect exhaust system	
Check exterior lights	
Check horn & safety equipment	
Check fire extinguisher charge & expiry date	
Check mirror & mount condition	
Check escape hatch operation	
Check tire condition & rotate tires every 12K	
Clean & anti-seize wheel hub pilot if rotating tires	
add 0.4 hrs for SRW tire rotation & 0.5 hrs for DRW tire rotation	
	48000 kms including 6K & 24K inspection 3.8 hrs
	Flush Trans Fluid & Replace Filter
	2003 & older = Mercon or compatible 2004 & newer = Mercon SP fluid
	Check Rear Axle Fluid level and condition
	Inspect Fuel Tank, mounting & filler
	Inspect & Lube front wheel bearings
	Remove fire ext., loosen contents and re-install
	Check non-skid floor condition & step condition
	96000 kms including 6K, 24K & 48K inspection 5.8 hrs
	Replace Coolant
	Replace Rear Axle Fluid

Mobility Aid Lift Inspection To be performed with every 6000 km inspection 0.3 hrs	
Cycle wheelchair lift	Lubricate all hinge points (SPRAYON 202 or equivalent)
Check base plate & platform for cracks	Test hand pump backup system
Check hydraulic fluid level / leaks	Pendant (check cord length and switch operation)
Check platform weight sensor	Check microswitch adjustment
Check platform belt condition & retractor operation	Check and adjust handrails
Perform only on Braun lifts	Perform only on Ricon lifts
Check rollstop latch & bumper	Check and adjust stow block & latch
Adjust stow blocks	Check stow latch solenoid operation
Check Lift-Tite™ latches	Check platform belt electrical interlock operation
Adjust outboard rollstop, latch & check hardware	Check outboard rollstop gas shock operation
Make adjustments to ensure lift stows tight	Make adjustments to ensure lift stows tight

Note any repairs or concerns on back of form. List priority and non priority items to be repaired.

Tradesperson _____

Service Shop _____

Custom Transit PRE/POST TRIP INSPECTION

Vehicle # _____ Date _____

Start Odometer _____ End Odometer _____

Location _____ Operator _____

Inspect the following and check if in good order

Under Vehicle	Tires/Wheels (visual only)	Safety Equipment
Fluid/Fuel Leaks	Pressure: Front Rear	Blanket Hammer
Loose objects	Wear: Front Rear	First Aid Kit Ins. Papers
	Loose Lug Nuts	Fire Extinguishers #1 #2
	Leaking Hubs	Shears
Brakes		Reflecting Triangles
Parking		Safety Precautions Kit
Service		
Steering Wheel	Lights	Inside Vehicle
Excessive Wheel Play	Front Headlamps L: R:	Interior Lights
Horn	Front Signals L: R:	Interior Mirrors
	Side Marker L: R:	Heat Controls/Defrosters
	Tail Lights L: R:	Gauges/Warning Lights
	Rear Signal Lights L: R:	Windshield Wipers
Around Vehicle	Rear Door Signal Lights	Seatbelts
Previous Body Damage	Four Way Flashers	Fold-up Seats Secure
Exhaust System	Brake Lights L: R:	Cleanliness
Propane Emerg. Shut Off	License Plate Light	
Fuel Filler Cap Secure/Leaks	Reverse Lights	
Licence Plate and Decal	Back Up Alarm	
Exterior Mirrors		
Antenna		
Side Step	Wheelchair Lift	W/C Passenger Securement
Operation	Fully cycle lift	Number and Condition of:
Pull Cord/Locking Clasp	Operation	Ratchets Cams
Previous Damage	Pendant control	Seatbelts and Shoulder Straps
	Weight sensor switch	Floor Tracks
	Lift Arms (cracks)	Wall Tracks
	HandRails Bent or Cracked	Child Seat Locking Clip
	Rollstop Operation	
Dispatch Radio	Stows tight	Emergency Exits
Connector Wires	Fluid leaks	Hatch Operation
Operation Check		E-Window latch secure

Note any defects or repairs needed:

Operators: Initial boxes when completed inspection

PRE-TRIP INSPECTION

POST-TRIP INSPECTION

SAFETY RIDE CHECK / DEFENSIVE DRIVING REVIEW

OPERATOR NAME: _____ SEN. #: _____ DATE: _____

OPERATING COMPANY: _____ VEHICLE #: _____

CHECKED FROM: _____ am/pm TO: _____ am/pm MANAGERS SIGNATURE: _____

Listed below is what the reviewer used as a guide to assist him/her in doing the performance check as required by Motor Vehicle Department, Province of BC. Generally, only the absence of proper procedure will prompt a ✓ at a pertinent item.

1. INTERSECTIONS

- a. Looking ahead to light
- b. Speed approaching (fast/slow)
- c. Point of no return (recognizes)
- d. Looks left/right/ left
- e. Covers brake at stale lights
- f. Runs amber _____ Runs red _____

2. PASSENGER STOPS

- a. Speed approaching (too fast / slow)
- b. Smoothness of braking (Y or N)
- c. Fare adherence / Checks passes
- d. Checks mirrors / doors prior to leaving
- e. Recognizes hazards when exiting
- f. Uses signals properly

3. TURNS

- a. Swings too wide
- b. Runs over curb
- c. Starts from wrong lane
- d. Ends in wrong lane

4. STOP SIGNS / ROAD SIGNS

- a. Obeys signals
- b. Obeys signs
- c. Fails to make a full stop where req'd
- d. Checks at R.R. Crossing (Y/ N)

5. USE OF BRAKES

- a. Smoothness in applying
- b. Brakes in turns
- c. Reaction to hazards
- d. Considers comfort of riders

6. PASSING / BEING PASSED

- a. Illegal manoeuvre
- b. Clearing other vehicles too close
- c. On turns / curves goes too fast
- d. Following distance (too close)
- e. Too fast for conditions

7. SPEED CONTROL

- a. Speeding (over limit)
- b. Speeding in school zones
- c. On turns / curves goes too fast
- d. Following distance (too close)
- e. Too fast for conditions

8. GENERAL ASPECTS

- a. Courtesy on the road
- b. Courteous to passengers
- c. Uses seat-belt (req'd by law)
- d. Wheelchair /Scooter securement
- f. Int. checks for vandalism & L & F

Reviewer's Comments:

Performance is: Satisfactory at this time ____ Unsatisfactory ____ Follow-up required: _____
Yes / No

Signed: _____

:2000/forms/ride check.doc

SCHEDULE “F”
PHYSICAL ASSETS

SCHEDULE “G”

PERSONAL INFORMATION

1. The Service Provider:
 - (a) will only access or use the Personal Information if, and to the extent, necessary to perform the Services;
 - (b) will protect the Personal Information from unauthorized access, collection, use, disclosure or disposal;
 - (c) will not store, access or permit access from, or disclose Personal Information outside of Canada;
 - (d) will permit TransLink to enter on the Service Provider’s premises and will provide reasonable assistance to enable TransLink to inspect the security of Personal Information and compliance with this Operating Agreement;
 - (e) will comply with the *FOIPP Act* and any applicable order of the commissioner under the *FOIPP Act*;
 - (f) warrants and represents the Service Provider, if an individual, is a Canadian citizen or if a corporation, is and will remain, at all times during the Term, a Canadian entity; and
 - (g) will promptly advise TransLink if any of the employees, contractors and sub-contractors performing the Services are **not** Canadian citizens or Canadian entities;
 - (h) will ensure that its employees, contractors and sub-contractors performing the Services comply with this Schedule “G”.
2. If the Service Provider accesses or has the ability to access Personal Information and such access is not required to perform the Services, the Service Provider will immediately notify TransLink of such accessibility, the extent of such access, and any unauthorized access, whether inadvertent or otherwise. The Service Provider will further advise TransLink of the steps it has taken or will take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.
3. Since the services require the Service Provider to collect Personal Information, the following additional provisions apply:
 - (a) The Service Provider may only collect Personal Information necessary for the performance of the Services.

- (b) Unless the operating agreement otherwise specifies, the Service Provider must collect Personal Information directly from the individual the information is about and must advise the individual:
 - (i) the purpose for collecting the Personal Information and the legal authority for collection; and
 - (ii) contact information for the person designated by TransLink to answer questions about the collection of Personal Information.
- (c) The Service Provider must make every reasonable effort to ensure the accuracy of Personal Information to be used by the Service Provider or TransLink to make a decision that directly affects the individual the information is about.
- (d) The Service Provider must correct Personal Information within 5 business days of receiving, and in accordance with, written direction from TransLink. The Service Provider must further provide corrected Personal Information, within 5 business days of correction, to any party to whom the Service Provider disclosed the information being corrected within the preceding 12 months.
- (e) The Service Provider will refer third party requests for correction of Personal Information to TransLink.

PART B
TRANSLINK

VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT made as of the ____ day of [Month Year]

BETWEEN:

SCBCTA, a corporation existing under the *South Coast British Columbia Transportation Authority Act* of the Province of British Columbia having its offices at 4720 Kingsway, Burnaby, British Columbia,

(hereinafter called TransLink)

AND:

[Service Provider's Legal Name and Address]

(hereinafter called the Service Provider)

WHEREAS the Service Provider and TransLink have entered into a Custom Transit Services operating agreement.

WHEREAS the Service Provider is desirous of leasing and/or sub-leasing from TransLink the vehicle(s) and equipment described in the list attached hereto as Schedule "A" (hereinafter collectively called the "Vehicle and Equipment").

WHEREAS TransLink either owns the Vehicle and Equipment or is itself leasing the Vehicle and Equipment (or part thereof as the case may be) from a third party pursuant to the Head Lease Agreement (hereinafter called the "Head Lease").

THIS AGREEMENT WITNESSETH that for good and valuable consideration, the parties hereto agree and covenant as the follows:

1. **DEFINITIONS** In this Indenture, the words “Lease” and “Lease Agreement” shall be deemed to mean, refer to and include the words “Sub-Lease” and “Sub-Lease Agreement”, if applicable and as the context of this Lease Agreement so requires, as between TransLink (Sub-Lessor) and the Service Provider (Sub-Lessee).
2. **LEASE** TransLink hereby agrees to lease to the Service Provider and the Service Provider hereby agrees to lease from TransLink the Vehicle and Vehicle and Equipment, together with all accessories, additions, repairs and replacement parts affixed thereto, now or in the future.
3. **RENT** The Service Provider agrees to pay to TransLink the sum of One Dollar (\$1.00) forthwith and such payment shall be the rental charges payable by the Service Provider to TransLink in respect of the Vehicle and Equipment.
- 4A. **TERM** The term of this Lease Agreement shall commence on the date hereof and shall be terminated on that date of the following events first to occur:
 - a) The termination date provided for in the Operating Agreement to which TransLink and the Service Provider are party thereto which is in effect (hereinafter called the Operating Agreement); or
 - b) That date being two (2) weeks after TransLink has delivered to the Service Provider written notice of its intention to terminate this Lease Agreement; or
 - c) That date which TransLink and the Service Provider mutually agree shall be an effective date of termination of this Lease Agreement.
- 4B. **TERMINATION OF HEAD LEASE** Notwithstanding the provisions of Section 4A herein, if any item of Vehicle and Equipment is the subject of a Head Lease and if for any reason such Head Lease is terminated, then at the option of TransLink, this Lease Agreement shall terminate with respect to such item of Vehicle and Equipment.
5. **ACCEPTANCE** The Service Provider acknowledges that it has inspected the Vehicle and Equipment and accepts the Vehicle and Equipment as being in a good state of repair, except to the extent that the Service Provider notifies TransLink in writing within ten (10) days of delivery (manufacturer’s latent defects excluded).
6. **USE** The Service Provider shall use the Vehicle and Equipment only for those purposes set out in the Custom Transit Operating Agreement. The Service Provider shall not use the Vehicle and Equipment for pleasure or any other business not contemplated in the Custom Transit Operating Agreement. The Service Provider shall observe and adhere to the operating procedures and guidelines as issued by TransLink and which relate to the use of the Vehicle and Equipment.

7. **HEAD LEASE** TransLink covenants with the Service Provider to perform and observe the covenants on its part contained in the Head Lease, if any. The Service Provider covenants with TransLink to perform and observe the covenants on the part of TransLink to be performed or observed under the provisions of the Head Lease, if any, other than the covenant to pay rent.
8. **LOCATION** The Service Provider shall cause the Vehicle and Equipment to remain situated in the transit service area as designated in the Custom Transit Operating Agreement, and the Service Provider shall not remove the Vehicle and Equipment from the said transit service area without the prior written consent of TransLink.
9. **OWNERSHIP** Title to and ownership of the Vehicle and Equipment, subject to the provisions of any Head Lease, shall at all times be and remain in the name of TransLink and the Service Provider shall have no right of property therein, except the right to use the Vehicle and Equipment in accordance with the terms of this Lease Agreement.
10. **OPERATING COSTS** The Service Provider shall pay all operating costs whatsoever of the Vehicle and Equipment.
11. **REPAIRS** NOFA and Maple Ridge/Pitt Meadows - The Service Provider shall maintain and keep the Vehicle and Equipment in good condition and repair to the satisfaction of TransLink, adhering to the TransLink Preventative Maintenance Program. The Service Provider further covenants that as component parts of the Vehicle and Equipment either wear out or become otherwise inoperative, the Service Provider shall replace the same with either parts which are approved by the manufacturer of the Vehicle and Equipment or such substitute parts as TransLink may from time to time permit.

SOFA – The Service Provider shall work cooperatively with the Maintenance Contractor selected by TransLink (the “Maintenance Contractor”) to ensure that the vehicles are kept and maintained in as new condition as possible. The Service Provider further covenants that it will cooperate with the Maintenance Service Provider to schedule vehicles for repairs as soon as required and inspections at or before their scheduled service intervals.

12. **MANUFACTURERS’ WARRANTIES** NOFA - The Service Provider shall ensure that all relevant manufacturers’ warranties or goodwill programs are considered prior to proceeding with vehicle repairs. The Service Provider shall ensure that all manufacturers’ recall conditions are promptly dealt with.

SOFA and Maple Ridge/Pitt Meadows – The Service Provider shall keep track of the vehicle mileages and notify the Maintenance Service Provider of any vehicle that is approaching warranty expiry. The Service Provider shall keep records of all vehicles and mileages and provide those records upon request by the Maintenance Service Provider and/or TransLink designate.

13. **INSPECTION** TransLink shall have the right to inspect the Vehicle and Equipment, without prior notice, at all reasonable times during the term of this Lease Agreement.

14. **ALTERATION** The Service Provider shall not alter or add or allow any other party to alter or add to the Vehicle and Equipment in any way without the prior written approval of TransLink. Any alterations or additions to the Vehicle and Equipment that are approved by TransLink shall become and remain the property of TransLink. The Service Provider shall not permit any advertising to be posted on the exterior or the interior of the Vehicle and Equipment, save and except as provided for in the Custom Transit Operating Agreement.
15. **RECORDS** The Service Provider shall keep for each item of Vehicle and Equipment and deliver to TransLink as specified or upon request the following records:
- a) Any record as required by the Custom Transit Operating Agreement to be provided by the Service Provider.
 - b) Vehicle Daily Pre-Trip/Post-Trip Inspection Report.
 - c) Preventative Maintenance Schedule.
 - d) Provincial Motor Vehicle Department Commercial Vehicle Inspection Form (M-3104).
 - e) Maintenance Cost Tracking Report. (North of Fraser Area only)
 - f) Vehicle Registration and Insurance Documents.
 - g) Accident/Incident Report Form (M-173).
16. **MOTOR VEHICLE INSPECTION** The Service Provider shall be responsible for ensuring that the Vehicle and Equipment is maintained in compliance with the British Columbia Motor Vehicle Act and Regulations, including the Commercial Vehicle Inspection Program. The Service Provider shall be responsible for ensuring the Vehicle and Equipment is submitted for inspections as required pursuant to the provision of Motor Vehicle Act.
17. **LOSS OR DAMAGE** The Service Provider assumes and shall bear the entire risk of loss or damage to the Vehicle and Equipment. No loss or damage to the Vehicle and Equipment or any part thereof shall affect or impair any of the obligations of the Service Provider hereunder, and this Lease Agreement shall continue in full force and effect notwithstanding such loss or damage to the Vehicle and Equipment. The Service Provider shall insure the Vehicle and Equipment according to the laws in force and effect in the Province of British Columbia and in accordance with the provisions of the Operating Agreement, and such provisions shall be incorporated into the terms and conditions of this Lease Agreement. The Service Provider shall punctually pay all insurance premiums when due in respect of any policies of insurance required to be purchased by it pursuant to the Operating Agreement and the Service Provider shall provide TransLink with copies of certificates of such insurance policies. In the event of loss or damage of any kind whatsoever to the Vehicle and Equipment, the Service Provider shall forthwith comply with

the reporting procedures in respect of such loss or damage as established by TransLink. TransLink at its sole discretion may either replace the lost or damaged Vehicle and Equipment, and the Service Provider shall comply with such direction.

18. **SURRENDER** Upon the termination of this Lease Agreement, the Service Provider shall forthwith return the Vehicle and Equipment to TransLink in good condition and repair, ordinary wear and tear resulting from the proper use of the Vehicle and Equipment excepted, and the Service Provider shall, at its cost, return the Vehicle and Equipment to TransLink at a destination designated by TransLink in the transit service areas as defined in the Operating Agreement, and if the Service Provider fails to so deliver the Vehicle and Equipment within one (1) week from the termination of this Lease Agreement, TransLink shall have the right to enter upon the premises where the Vehicle and Equipment may be, and take possession of and remove it at the Service Provider's expense, all without legal process. The Service Provider covenants that, upon termination of this lease or upon surrender of the Vehicle and Equipment for any other reason:
- a) The Vehicle and Equipment shall be in good condition and repair, in compliance with the TransLink Maintenance Program;
 - b) The records for mechanical repairs listed in Section 15 of this agreement shall accompany each vehicle;
 - c) Average tire tread depth for all tires shall not be less than 50% of new tread depth;
 - d) A vehicle transfer form shall be executed by the Service Provider where applicable, and shall accompany each vehicle, and
 - e) The Service Provider shall maintain insurance coverage during the period of time that the Vehicle and Equipment is being transferred to TransLink, notwithstanding that this Lease Agreement may be terminated.
19. **LIENS AND CHARGES** The Service Provider shall, at all times, keep the Vehicle and Equipment free from all levies, liens and encumbrances whatsoever and shall pay all licence fees, registration fees and assessments, charges and taxes, in accordance with the Operating Agreement, which may be now or hereafter imposed directly upon the ownership, leasing, rent, possession or use of the Vehicle and Equipment. If the Service Provider fails to pay any such levies, liens, encumbrances, assessments, charges or taxes, TransLink may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by The Royal Bank of Canada on the first day of each month, plus two (2%) percent per annum, shall forthwith be due and payable by the Service Provider to TransLink. Non-Payment of such costs by the Service Provider to TransLink forthwith upon demand by TransLink shall be deemed to be a default under this Lease Agreement.
20. **WARRANTIES** The Service Provider acknowledges that TransLink makes no warranties, either express or implied, as to any matter whatsoever, including without limiting

the generality of the foregoing, the condition of the Vehicle and Equipment not its merchantability not its fitness for any particular purpose.

21. **ASSIGNMENT, SUB-LEASE** The Service Provider shall not transfer, deliver up possession of, or sublet the Vehicle and Equipment, and the Service Provider's interest in this Lease Agreement shall not be assignable by the Service Provider without prior written consent of TransLink; but nothing herein contained shall prevent TransLink from assigning, pledging, mortgaging, transferring or otherwise disposing, either in whole or in part, or TransLink's rights hereunder. If the Service Provider is a corporation, then any sale or transfer or shares in the capital of the Service Provider shall be deemed to be an assignment under this Lease Agreement, and the written consent of TransLink to such a sale or transfer shall be first had and obtained.
22. **INDEMNIFICATION** The Service Provider shall indemnify TransLink against, and hold TransLink harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including the costs arising out of, connected with or resulting from the Vehicle and Equipment including without limitation the installation, possession, use, operation or return of the Vehicle and Equipment or otherwise on account of any personal injury or death or damage to property occasioned by the operation of the said Vehicle and Equipment during the term hereby granted.
23. **OPERATING AGREEMENT** The Service Provider covenants and agrees with TransLink to perform each and every one of the conditions, terms, covenants and provisos contained in the Operating Agreement relating to maintaining, operating and insuring the vehicles and related Vehicle and Equipment, which on the part of the Service Provider are to be observed and performed.
24. **DEFAULT** Notwithstanding Section 4, the Service Provider covenants and agrees with TransLink that TransLink shall have the right to cancel and terminate this Lease Agreement forthwith by reason of any one of the following events:
 - a) If the Service Provider fails to observe and perform any of the terms, conditions, covenants and provisos contained in the Operating Agreement, which on its part are to be observed and performed;
 - b) If the Service Provider fails to perform any of the terms, conditions, covenants and provisos contained in this Lease Agreement which on its part are to be observed and performed;
 - c) If a petition under any bankruptcy law shall be filed by or against the Service Provider or the Service Provider shall make any assignment for the benefit of its creditors or the Service Provider shall suffer or permit the appointment of any trustee or receiver or receiver-manager for the Service Provider's business or assets or any part thereof or otherwise becomes financially insolvent or if the Service Provider shall make or suffer any assignment, voluntary or involuntary, of the Service Provider's interest in any of the Vehicle and Equipment included in this Lease

Agreement or suffer any lien, attachment or levy of execution to become attached thereto; or

- d) If the Service Provider uses any Vehicle and Equipment included in this Lease Agreement unreasonably or abusively resulting in damage to such Vehicle and Equipment or an abnormal reduction in the life of the Vehicle and Equipment or any part thereof.
25. **TERMINATION** Upon the termination of this Lease Agreement, the Service Provider shall forthwith return to TransLink all items of Vehicle and Equipment as referred to herein and the Service Provider shall be liable to TransLink for damages and costs which TransLink may sustain by reason of the Service Provider's default of this Lease Agreement, including, without limiting the generality of the foregoing, all legal fees and other expenses incurred by TransLink in attempting to enforce the provisions of this Lease Agreement or to recover damages for default under this Lease Agreement, or to recover any Vehicle and Equipment not forthwith returned by the Service Provider to TransLink.
26. **WAIVER** No covenant or proviso contained in this Lease Agreement to be performed by the Service Provider may be waived by TransLink, except by prior written consent of TransLink, and any forbearance or indulgence by TransLink in this regard shall not constitute its waiver of such covenant or proviso to be performed by the Service Provider.
27. **TIME OF THE ESSENCE** Time is to be of the essence of this Lease Agreement and each and all of its provisions.
28. **INTERPRETATION** It is hereby agreed by and between the parties hereto that wherever the singular or masculine is used throughout this Lease Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic respectively and vice versa, where the context or the parties hereto so require and in the case where more than one Service Provider is a party hereto, the liability of each Service Provider shall be joint and several.
29. **GOVERNING LAW** This Lease Agreement shall be interpreted and enforced in accordance with the laws of the Province of British Columbia.
30. **EXECUTORS, ADMINISTRATORS AND ASSIGNS** This Lease Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the first day of January, 20__.

TRANSLINK

President & CEO

[SERVICE PROVIDER'S LEGAL NAME]

Authorized Signatory (ies)

TRANSLINK VEHICLE LEASE AGREEMENT

SCHEDULE A

For the purposes of this vehicle lease agreement, the vehicles included in Schedule A include all vehicles provided for use in Transit Service of the Custom Transit Operating Agreement between TransLink and [Service Provider's Legal Name].

Signature

Date

SCHEDULE F

REFERENCE DOCUMENTS

The following reference documents are made available by TransLink:

1. Custom Transit Driver's Handbook; and
2. Draft Custom Transit Policy and Procedure Manual (Effective January 1, 2009)

This material will be available for pick-up from TransLink's Procurement Department at TransLink's Head Office located at MetroTower II, 1600 – 4720 Kingsway Avenue, Burnaby, BC. Arrangements must be made in advance through TransLink's Procurement Department (Telephone no. 604-453-4592 or e-mail: procurement@translink.bc.ca).

APPENDIX 1

FORM OF PROPOSAL

[to be printed on Proponent's letterhead]

FORM OF PROPOSAL

(in response to Request for Proposals # Q8-0017)

TO: SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY ("TransLink")

1. SUBMISSION OF PROPOSAL

I/We, _____ (the "Proponent"),
(Name of Proponent)

of _____
(Address of Proponent)

in furtherance of the above-noted Request for Proposals, including all addenda and clarifications thereto, (collectively the "RFP"), hereby submit 5 complete sets (the original and 4 copies) of my/our proposal separated into the following envelopes:

- Envelope 1 – Organizational Profile and Management Plan;
- Envelope 2 – Costs; and
- Envelope 3 – Alternate Service Delivery (optional).

This Proposal is open for acceptance by TransLink for **60** days after the RFP closing date, and will be irrevocable until then, even if the Proposal is non-compliant.

2. RFP AND CONTRACT TERMS

I/We hereby acknowledge all of the terms and conditions set out in the RFP and the Services Contract and hereby declare the Services Contract as attached to the RFP is adopted and incorporated as part of the Proposal.

3. TERMS AND CONDITIONS OF RFP

I/We confirm I/we are submitting the proposal at my/our own risk and have carefully read and examined the RFP and conducted such investigations, analysis and other due diligence as I/we determined were necessary or desirable before submitting the proposal. I/We acknowledge and agree TransLink is not liable or accountable for any error or omission in any part of the RFP or the proposal.

In relation to health and safety, I/We agree to be the Contractor for the workplace(s) or, in the case of a multiple-employer workplace, I/We agree to be the prime contractor for the workplace.

EXECUTED on _____ under the seal shown below with the intent that such execution take effect as a deed.

CORPORATE PROPONENT:

Print name of Proponent: _____
by its duly authorized representatives:

Per: _____

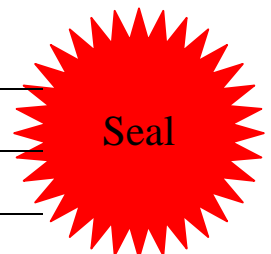
Per: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



WHERE PROPONENT IS AN INDIVIDUAL:

SIGNED, SEALED and DELIVERED in the presence of:)
)
)

Signature)

Print Name)

Address)

Occupation)
)

Signature of Proponent:



PART A

ORGANIZATIONAL PROFILE

SECTION 1 -CORPORATE INFORMATION FORM

The information provided on this form will be used as a basis for establishing the qualifications of the Proponent for undertaking the work.

This form is a part of the RFP and failure to submit it or lack of evidence of qualifications may be a basis for disqualification of the Proposal.

1.0 GENERAL

1.1 **Name:** _____

1.2 **Address:** _____

1.3 **Telephone:** _____ **Fax No.:** _____

1.4 **Form of Business Organization: (Mark "X" on appropriate line)**

Sole Proprietorship Partnership Corporation

1.5 **If a Corporation:**

Date of Incorporation: _____

Jurisdiction of Incorporation: *(Mark "X" on appropriate line)*

Federal Provincial Other Province or Jurisdiction
(specify which province or jurisdiction)

Date of extra-provincial registration in British Columbia *(if applicable)*: _____

1.6 **If Partnership or Sole Proprietorship:**

Date of Establishment: _____

1.7 **Is the Company a subsidiary of another company? (Mark "X" on appropriate line)**

Yes No

If yes, provide the name and address of the parent company:

1.8 **Is the Company a parent of another company or companies? (Mark “X” on appropriate line)**

Yes No

If yes, provide the name and address of the subsidiary company or companies

1.9 **Names, Titles and Addresses of Corporate Officers and Directors, or if a Partnership, of the Partners:**

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Are the foregoing principal officers/directors residents of:

British Columbia Canada Other: _____

1.10 **Give Name, Title and Telephone Number of Person who has been authorized to deal with TransLink in relation to the Proposal:**

Name: _____
Title: _____
Telephone No.: _____

2.0 FINANCIAL INFORMATION

2.1 **Approximate Value of:**

2.1.1 Total Assets of Proponent: \$ _____

2.1.2 Total Liabilities of Proponent: \$ _____

2.2 **Financial References:**

2.2.1 Name and Address of Principal Bank:

Name and Title of Person to Contact:

Telephone: _____

2.3 Give approximate value of work performed by your organization during each of the last five (5) years:

<u>Year</u>	<u>Value of Work</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3.0 **EXPERIENCE**

3.1 Give particulars of the principal contracts, most similar to the Work, which you have completed during the past five (5) years (if more than five (5) such contracts, list only the five (5) largest):

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

3.2 Give particulars of the principal contracts now being undertaken by your Organization or the undertaking of which is now pending (if more than five (5) such contracts, attach additional pages as necessary):

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

Owner: _____
Description of Service _____ Value: \$ _____
Refer to: _____ Telephone: _____
Commencement Date: _____ Completion Date: _____

3.3 Give particulars of any contracts which you failed to complete; or which you were late in completing; or which you were financially sanctioned for non-performance:

3.4 Have you ever been denied the award of a contract on which you were the low Proponent? Yes No. If yes, explain:

4.0 OTHER MATTERS

4.1 Description of any past, pending, threatened or contingent civil, or governmental, investigation or legal proceedings or claim within the past five (5) years with which the Proponent or its directors or officers is, was or may be a party to.

4.2 List of labour unions holding certifications as bargaining agents for bargaining units including your employees, and provide particulars as requested below:

<u>Name of Union</u>	<u>Description of Bargaining</u>	<u>Expiry Date of Current Collective Agreement</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4.3 List of the labour unions and contact details (if applicable)::

<u>Name of Union</u>	<u>Contact Person</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____

4.4 Total number of employees of Proponent: _____. Of those employees, state how many are engaged in:

Operation/Procedure: _____
Administration: _____
Other (specify): _____

SECTION 2 - ORGANIZATIONAL PROFILE

1.0 ORGANIZATIONAL PROFILE

1.1 TransLink is looking for persons or a company with demonstrated transit operation and management experience, the ability to think strategically, the ability to deal with the public, and the financial resources to operate the proposed HandyDART service. Proponents should provide details of their company's experience in the transit or transportation industry with specific reference to the delivery of service to the public including, but not limited to the following:

- a) complete and provide the Corporate Information Form (Section 1 of this Form of Proposal);
- b) the criteria that your company will use in measuring success in the delivery of this transit service over the initial five (5) year period of this contract;
- c) how you will assess your success in achieving these criteria, and how you will monitor and report your success to TransLink;
- d) number of years for which your company and key personnel have been in business;
- e) size of your company (number of employees) and the size of the vehicle fleet currently operated;
- f) type of transit or other operation related to the delivery of a service to the public;
- g) letters of commendation (if any) for a transit service provided; and
- h) any other relevant information.

2.0 PERSONNEL

TransLink's Conflict of Interest policies impose restrictions on employees, officers and directors with respect to accepting gifts or receiving any personal benefit other than what they are entitled to as employees, officers or directors. In addition, Section 13 of the operating agreement (Schedule E) requires the successful proponent to identify and disclose any conflict or potential conflict.

2.1 Non Driving Staff

The following information should be included for this proposal:

- a) Describe the company's operations management including general manager, senior scheduler, senior dispatcher, driver trainer, fleet supervisor, and any other important member of the operations management team. Include names, qualifications, prior relevant experience and responsibilities of each management staff.
- b) In addition to part a) above, describe the responsibilities of each required non-driving staff position, the number of staff in each position, how they relate to the Contractor's organization structure (shown graphically, i.e. in an organization chart), and the number of full-time equivalent employees in each position.
- c) If an employee is to be doing one job for the Contractor and another for a parent or associated company, please indicate the percentage of time devoted to each job and what the other job entails.
- d) Describe the Company's employment equity program to ensure all qualified applicants, regardless of race or gender have equal opportunity for employment.

In each service function there may be different requirements for the management organization. Not all service functions require positions to be different personnel. If a parent company is undertaking financial and administrative aspects please indicate this.

- 2.2 In addition to the information requested above, the Proponent is required to identify whether any employees or persons who may provide any portion of the Services on behalf of the Proponent are TransLink employees, officers or directors, or “Associates” of TransLink employees, officers, or directors (refer to the Definitions provided in the operating agreement attached as Schedule E). If so, the Proponent is required to provide the following additional information:
- a) identify the persons and confirm their relationship based on the definition of “Associate”;
 - b) confirm the involvement, role, function and responsibilities of each identified “Associate” on the project, including their ability to access files, documents and records pertaining to the project and TransLink;
 - c) confirm that other than annual salary, no Associate will receive or be entitled to any bonus, benefits or additional compensation as a result of this contract or the services performed thereunder and that this contract and the services performed thereunder will be specifically excluded from the calculation of any bonus, benefits or additional compensation; and
 - d) identify proposed safeguards, screens and other restrictions that will limit or prevent any Associate from accessing TransLink information or otherwise minimize or eliminate any perceived or actual conflict of interest.

3.0 SUB-CONTRACTING

- 3.1 Use of any sub-contractor must be clearly identified. Any party who may be participating in the RFP must be clearly identified. However, in the case of joint submissions, one party must be prepared to take overall responsibility for **successful** completion of the work defined in the proposal.

4.0 FINANCIAL STATEMENT AND/OR FINANCIAL REFERENCES

- 4.1 An analysis of cash flows associated with the operation of a typical TransLink HandyDART service contract indicates that a Service Provider requires working capital in the order of 50% of the monthly budget during the life of the operating agreement. Additionally, the successful Proponent will have to fund mobilization costs prior to the commencement of the operating agreement.
- 4.2 The Proponent should include documentation illustrating their financial capability of mobilizing prior to Contract commencement, operating the Transit Service and fulfilling the obligations under the operating agreement.
- 4.3 The Proponent must include an audited financial statement for purposes of the proposal evaluation. Such audited statements must at least include a balance sheet, income statement, statement of changes in financial position and a statement of retained earnings.

Failure to include the documentation requested may result in the proposal being excluded from further evaluation.

5.0 OPERATIONS MANAGEMENT

Schedule “A” identifies that the Access Transit Department (ATD) will be responsible for the booking of rides. The Service Provider will be responsible for the scheduling and dispatch functions and consequently must show evidence of qualified staff competent in the use of this Trapeze software system prior to commencement of services under the operating agreement.

- 5.1 The ATD will book the trips and the Service Provider will create run schedules. Describe the following:
- a) How your organization will provide driver assignments that will ensure staffing efficiency and the supervision/audit procedures that will be used to ensure that the driver assignments work effectively; and
 - b) How your organization is going to assess its success in achieving effective run schedules. Include your suggested performance measures to measure the effectiveness of the scheduling, your targets and how this will be monitored and reported to the ATD.
- 5.2 Booking and scheduling of rides are performed by different organizations. Provide any suggestions that you would make to the ATD prior to contract commencement that would improve the efficiency of the service.
- 5.3 When booking and scheduling are separated there is the risk that communication between the two organizations will deteriorate. Describe what you, as the Service Provider, would do to ensure that this risk is minimized as far as possible. Methods of communication and frequency should be mentioned.
- 5.4 Describe the company's plan to ensure that drivers are trained to the standards expected by TransLink prior to commencement of service under the operating agreement.
- 5.5 How will the company ensure effective communication between dispatchers and drivers to maximize trip productivity?
- 5.6 Describe the plan or program to be utilized for fare verification/checks as well as the revenue security procedures.
- 5.7 What inspections or audits will the Company perform to ensure the elimination of any possible revenue leaks from the time the fare is collected to the time that it is counted?
- 5.8 What procedures will be used for reconciling revenue collected to passengers carried? Who will perform this function?

Submission of company policies or manuals or TransLink policies and manuals are not sufficient. Proponents shall provide specific answers to the foregoing requests.

6.0 COST MANAGEMENT

Describe the Company's approach to cost management for this transit service. Include the following information:

- 6.1 budget monitoring and cost control procedures to be used;
- 6.2 management of operating and maintenance costs; and

- 6.3 details of the past five (5) years wage rates and benefits with your drivers, mechanics (if applicable) and office staff.

7.0 MANAGEMENT OF EMPLOYEES

HandyDART is a custom transit service that provides high quality door-to-door transportation service, in many cases, to the most disadvantaged individuals in the Metro Vancouver region of British Columbia. For nearly thirty (30) years, HandyDART staff has developed long standing customer relationships that transcend the traditional transportation experience. The success of the HandyDART service is directly linked to the current set of employees who are well trained, highly motivated and familiar with the individual needs of their many long-term clients.

TransLink is seeking a Service Provider who offers an experienced, highly motivated and well-trained staff with exceptional interpersonal skills. The Service Provider will be expected to maintain, and enhance, the high level of the customer service currently provided to an expanding HandyDART client base.

Describe the following:

- 7.1 management approach to identifying labour relations issues and resolving them;
- 7.2 policies and procedures the company will implement to ensure an effective and efficient operation with a positive and engaged employee/employer relationship;
- 7.3 management approach to ensure service continuity, in a time of change, to long-term clients with specific and unique needs; and
- 7.4 company's experience in the negotiation and administration of a collective bargaining agreement (if applicable) or the company's experience in defining and administering a wage and benefits program in a non-unionized environment.

8.0 ALTERNATE SERVICE DELIVERY MODEL

As detailed in Section 18.4 of this RFP, any proposed alternate service delivery models must be submitted as a separate Envelope No. 3 and will only be considered for short-listed proposals.

The service delivery model envisaged in this RFP consists of a centralized registration and booking centre with the scheduling, dispatch and driving functions performed by a contracted Service Provider. It is possible this model may not be the most effective. Whichever service delivery model is eventually selected, TransLink is committed to centralizing the client eligibility and registration function for the TransLink transportation service region.

- 8.1 Proponents are encouraged to offer alternative service models they feel would provide a more effective service for the customers and TransLink.
- 8.2 Proponents should provide details of the service model preferred. This should include strengths and weaknesses of the model proposed.
- 8.3 Detail specific ways the preferred model could perform at least as well as the detailed model in Clause 5.11 of Schedule "A".
- 8.4 Provide a budget for fixed costs and variable hourly costs for the years 2009 – 2011 for the preferred model.

PART B
MANAGEMENT PLAN

9.0 TRAINING

9.1 *Driver Training:* Summarize your training program (including customer relations). Include information on:

- a) goals of the program;
- b) frequency of training;
- c) difference in training for new employees versus the ongoing training for existing employees;
- d) minimum driver qualifications (include the minimum training hours and probationary period information) and upgrading procedures;
- e) who will provide training for your staff. Qualifications of the trainer(s). Is the trainer qualified through any agency to provide the training (if yes, list the agency); and

9.2 *Other Staff Training:* Summarize your training program (including customer relations). Include information on:

- a) goals of the program;
- b) personnel to be trained;
- c) frequency of the training;
- d) difference in training for new employees versus the ongoing training for existing employees;
- e) staff qualifications and upgrading procedures;
- f) who will provide training for your staff. Qualifications of the trainer(s). Is the trainer qualified through an agency to provide the training (if yes, list the agency); and

Training Manuals should be submitted to supplement the above information where available. The provision of manuals alone is not sufficient to meet the requirements of this section.

10.0 HEALTH AND SAFETY

10.1 *Employees:* Describe your occupational health and safety program; include information on the following:

- a) the goals of the program;
- b) responsibilities and accountabilities;
- c) training and supervision of employees;
- d) hazardous materials and substances;
- e) first aid services and substances;
- f) investigation of accidents/incidents;
- g) ergonomics; and
- h) any other important elements that you wish to provide information on.

10.2 *Vehicle Safety*: Describe the steps that your company will take to emphasize vehicle safety.

- a) Who will be responsible for ensuring that the TransLink Preventative Maintenance (PM) program will be adhered to, who ensures minor maintenance issues are corrected in a timely manner, who decides what maintenance facilities will be used, and what are the criteria for the selection of a maintenance provider;
- b) Plans to meet the requirements of the National Safety Code, especially with respect to driver hours, and pre-trip inspection and maintenance checks before vehicles go into service each day;
- c) Procedures to ensure that the vehicles are safe and maintained to the standards set by TransLink;
- d) Inspections/audits to be performed with respect to drivers and vehicles so as to ensure passenger safety; and
- e) Emergency procedures? Describe your company procedures when there is a vehicle breakdown or a vehicle fire?

11.0 ENVIRONMENTAL

TransLink requires that its Service Provider operate in an environmentally legal and responsible manner. As a minimum, TransLink expects its Service Providers to meet the requirements of the TransLink Environmental Management System and adhere to TransLink's Environmental Policy and Emissions Policy.

Provide a description of the environmental program and environmental measures your company offers, directly or indirectly, to ensure this requirement will be met. The description should include, as a minimum, the following:

- 11.1 The professional environmental qualifications and experience of staff, or subcontractors, tasked with ensuring environmental compliance.
- 11.2 The methods by which you ensure that you remain up to date on legal requirements that may apply to your operations;
- 11.3 The training provided to your staff regarding environmental requirements, including, but not limited to, spill prevention and response, and waste management;
- 11.4 The spill response program and capabilities;
- 11.5 Any environmental auditing programs or capabilities;
- 11.6 Any environmental policy statements; and
- 11.7 The overall environmental program.

12.0 RELIABILITY

Describe the following:

- 12.1 Maintenance and operations policies and procedures that your company will use to ensure the reliability of the service;

12.2 Procedures to ensure on time passenger pick up and drop off.

13.0 COMPLAINT HANDLING

Customers will be advised to relay complaints and commendations to Customer Relations and from there they will be forwarded to the ATD. It is quite likely that a number of complaints/commendations will be made directly to the Service Provider.

Describe the following:

13.1 In the case of complaints forwarded from the ATD, the methods used to investigate complaints, guaranteed response times, and the actions to be taken in cases where the Service Provider was found to be at fault.

13.2 In the case of complaints made directly to the Service Provider, the methods used to investigate complaints, guaranteed customer response times, and the actions to be taken in cases where the Service Provider was found to be at fault. Also describe the method used to relay the details of the complaint and follow-up to the ATD.

13.3 Your company's information program. How can passengers access information via phone, internet, or by other means. Include details on how the information program is arranged after hours.

14.0 VEHICLE CLEANLINESS

14.1 Describe the procedures to be used for inspecting the condition and the cleaning of the interior and exterior of the vehicles. Include the personnel to be used for each activity and the frequency of cleaning.

14.2 Provide a brief description of the instructions to drivers and the controls that will be used to ensure that vandalism to the interior and exterior of the vehicles is minimized.

15.0 DAILY OPERATIONS

As part of the daily operations plan for the service, describe the following:

15.1 What will the office hours be?

15.2 When will the scheduler(s) be on duty?

15.3 When will the dispatcher(s) be on duty?

15.4 When, if at all, will the office be open to the public? Explain why?

15.5 What will the manager(s) be doing on a typical day?

15.6 How will operations run after office hours?

15.7 What back-up procedures will be followed if the phone system and /or the computer system is down?

16.0 MOBILIZATION

As a result of the significant labour shortage in the Metro Vancouver region and the need to provide continuity of service in this period of change, TransLink is seeking a Service Provider with a staffing plan that adequately reflects the value of the work force and directly addresses the uncertainty

inherent with change management.

Provide the following:

- 16.1 Overall plan with detailed timeline identifying **all** tasks and initiatives that the Proponents will take to ensure that the HandyDART service will commence on schedule. This plan should include at a minimum, the following:
 - a) staffing plan;
 - b) recruitment plan;
 - c) employee retention plan; and
 - d) a strategy to preserve, secure and transition data and records.
- 16.2 Identify the critical path (tasks) of the plan and describe contingency plans should slippage occur. Describe how you will minimize service disruptions to the clients.
- 16.3 Describe how your company's progress will be quantified and reported to TransLink during the mobilization period.
- 16.4 Identify costs for the plan and provide evidence that the Proponent is financially capable of adequately funding these start-up costs.

PART C
COSTS

1.0 PROPOSAL REQUIREMENTS

- 1.1 The contract term is five (5) years, January 1, 2009 to December 31, 2013 with an option to extend for up to a further two (2) years. Cost details shall be included for the first three (3) years of the contract period (January 1, 2009 to December 31, 2011). The successful Proposer will enter into an operating agreement with costs based on this RFP for the first three (3) years and costs to be negotiated for the subsequent two (2) years.
- 1.2 The renegotiation of fixed costs and variable hourly costs included in the operating agreement for the remainder of the contract term, January 1, 2012 to December 31, 2013, is subject to the approval by TransLink.
- 1.3 Cost increases for the period of January 1, 2012 to December 31, 2013 will be limited by TransLink funding directions. The directions will be based upon:
- a) Vancouver BC Consumer Price Index;
 - b) Comparable regional wage and price increases; and
 - c) TransLink budget limits.
- 1.4 The fuel and vehicle maintenance costs for this initial term will be paid by CMBC based on actual invoices submitted. Tire costs will be paid directly by CMBC through a centralized purchase. Therefore, the estimated budgets for fuel, vehicle maintenance and tires do **NOT** need to be included in the proposal.
- 1.5 Insurance costs should be the ICBC minimum third party liability of \$1,000,000. TransLink holds policies that cover \$25 million for excess liability and coverage for collision and comprehensive for TransLink-owned revenue vehicles (Refer to the Insurance Requirements included as Schedule D of the operating agreement). **In relation to the collision and comprehensive insurance coverage, the Proponent will need to budget for insurance deductibles on an occurrence basis.**
- 1.6 Refer to the copy of the Detailed Budget Form (Part D of this Form of Proposal) included for information purposes. This form **must** be submitted in printed form with the proposal. An electronic version of this form is available for download from the TransLink web site. The evaluation of costs will be done from the printed form.

Proponents shall attach all supporting details, assumptions and calculations to support the budget proposal. Any errors that occur will be the sole responsibility of the Proponent.

PART D
DETAILED BUDGET FORM

(See attached example. This form is available as
a separate file for download in MS Excel.)

DETAILED ANNUAL BUDGET for 2009 - 2011

**Yellow cells contain information provided by TransLink
Green cells are to be filled by the Proponent**

HandyDART Area			Proponent			
South of Fraser						
			Jan. 1, 2009 to Dec. 31, 2009	Jan. 1, 2010 to Dec. 31, 2010	Jan. 1, 2011 to Dec. 31, 2011	Jan. 1, 2009 to Dec. 31, 2011
FIXED COSTS						
1	Management Fee	1				
2	Wages & Benefits for Manager / Supervisory Staff	2				
3	Wages & Benefits for Clerical / Secretarial Staff	3				
4	Wages & Benefits for Scheduling Staff	4				
5	Wages & Benefits for Dispatch Staff	5				
6	Washing, cleaning & non-mech. servicing of vehicles	6				
7	Legal and Accounting fees	7				
8	Office staff training	8				
9	Training for new drivers	9				
10	Training for existing drivers and instructors	10				
11	Postage, stationery, etc.	11				
12	Uniforms - cleaning & new / replacement uniforms	12				
13	Office contents insurance	13				
14	ICBC insurance and vehicle licences (base rate)	14				
15	Collision and comprehensive deductibles	15				
16	Other - please specify	16				
17	Other - please specify	17				
18	Other - please specify	18				
19	Other - please specify	19				
20	Total Fixed Costs = (Sum of lines 1-17)	20				
VARIABLE HOURLY COSTS						
21	Drivers' Wages Costs *fill in details of hours on page 2	21				
22	Fringe Benefits Costs = Line 71	22				
23	Total Variable Hourly Costs = (Sum of lines 19 & 20)	23				
24	VARIABLE HOURLY RATE \$/hr = (Line 21 / line 53)	24				
VARIABLE DISTANCE COSTS						
25	Total Fuel Cost = (Line 51 * line 52) provided by TransLink	25				
26	Tires - amount provided by TransLink	26				
27	Total Var. Distance Costs = (Lines 23 +24)	27				
28	VARIABLE DISTANCE RATE \$/km = (Line 25 / line 54)	28				
MAINTENANCE COSTS						
29	Mechanic's Hourly Rate (\$ per Hour)	29				
30	Mechanic's Hours for inspections	30				
31	Mechanic's Hours for repair	31				
32	Total Mechanic's Hours = (Line 28 + line 29)	32				
33	Vehicle Parts & Equipment	33				
34	Total Maintenance Costs = (Line 31 +(line30*line27))	34				
SUPPLEMENTARY TAXIS						
35	Cost of Supplementary Taxis provided by TransLink	35				
36	TOTAL PROPOSAL COSTS	36				
= (Sum of lines 20 & 24)						
Number of FTE's included in Costs by Line			# of FTE's	# of FTE's	# of FTE's	
	Manager / Supervisory Staff	2				
	Clerical / Secretarial Staff	3				
	Scheduling Staff	4				
	Dispatch Staff	5				
	GRAND TOTAL # of FTE's					
Number of Vehicles in Costs by Line			# of Vehicles	# of Vehicles	# of Vehicles	
		14	119	127	137	

DETAILED ANNUAL BUDGET for 2009 - 2011

**HandyDART Area
South of Fraser**

Proponent

			Jan. 1, 2009 to Dec. 31, 2009		Jan. 1, 2010 to Dec. 31, 2010		Jan. 1, 2011 to Dec. 31, 2011		Jan. 1, 2009 to Dec. 31, 2011	
Drivers' Wages & Benefits:										
37	Drivers' Base Hourly Rate	37								
38	Total Payroll Hours = (Sum of lines 39-44)	38								
<i>Payroll Costs</i>			<i>Number of Hours</i>	<i>Rate/ hour \$</i>	<i>Number of Hours</i>	<i>Rate/ hour \$</i>	<i>Number of Hours</i>	<i>Rate/ hour \$</i>	<i>Number of Hours</i>	<i>Rate/ hour \$</i>
39	Regular Worked Hours	39								
40	Overtime	40								
41	Vacation / Statutory Holidays	41								
42	Sick Leave/Special/Compassionate	42								
43	Other *	43								
44	Other *	44								
* specify										
45	Non Productive Time = (Line 38 - Line 53)	45								
46	Full Time Equiv Driver = (Line 38 / 1950)	46								
47	Total Payroll hours for ALL office staff	47								
48	Full Time Equiv Office Staff = (Line 47 / 1950)	48								
49	Driver's Fringe Benefit Rate = (line 20 / line 19) (%)	49								
Variable Distance Costs:										
50	Fuel Consumption Rate = (line 51 / line 54 x 100)	50								
51	Fuel (# of Litres)	51								
52	Fuel - \$ per Litre	52								
Service Specs.										
53	Projected Service Hours	53	195,000.0		209,000.0		226,000.0		630,000.0	
54	Projected Service Kilometres	54								
Drivers' Fringe Benefits : list all fringe benefits in the spaces provided below.										
CPP, EI & WCB			Total \$ value	%	Total \$ value	%	Total \$ value	%	Total \$ value	%
55	CPP	55								
56	EI	56								
57	WCB	57								
58	Total of CPP, EI & WCB = (Sum of lines 55 - 57)	58								
Health Benefits : specify benefits to be provided										
59	MEDICAL SERVICES PLAN									
60	DENTAL PLAN									
61	EXTENDED HEALTH									
62	GROUP LIFE/ADD									
63	LONG TERM DISABILITY									
64										
65	Total of Health Benefits	65								
66	RRSP/Pension Benefits									
67	RRSP									
68	MUNICIPAL PENSION PLAN									
69										
70	Total of RRSP/Pension Benefits	70								
71	Total Benefits Costs = (Line 58 + 65 + 70)	71								

APPENDIX 2

PROPOSAL CHECKLIST

REFERENCE NO. Q8-0017

PROPOSAL CHECKLIST

PART A – ORGANIZATION PROFILE

- Corporate Information Form
- Organization Profile
- Personnel
- Subcontracting
- Financial Statement and/or References
- Operations Management
- Cost Management
- Management of Employees
- Alternate Service Delivery Model

PART B – MANAGEMENT PLAN

- Training and Safety
- Health and Safety
- Environmental
- Reliability
- Complaint Handling
- Vehicle Cleanliness
- Daily Operations
- Mobilization

PART C – COSTS

- Costs

PART D – DETAILED BUDGET FORM

- Detailed Budget Form