



**Request for Supplier Qualifications**

**For**

**Supplier Qualification for the provision of Calgary Transit Access Extra Tax  
Subsidy Program for people with disabilities for The City of Calgary (“The City”)  
under the (ACE) program.**

**Request for Supplier Qualifications No.: 18-051**

**Issued: 2019 September 20**

**Submission Deadline: Not Applicable – Open List**

**Note: Responses will not be opened publicly.**

**City Contact: [CalgaryTransitAccess\\_ACE\\_prequalification@calgary.ca](mailto:CalgaryTransitAccess_ACE_prequalification@calgary.ca)**



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### DEFINED TERMS

In this RFSQ the following terms have the meanings set out below:

**ACE** mean the Access Calgary Extra taxi subsidy program.

**Agreement or Contract** means the written contract letter confirming a respondent's inclusion on the Qualified Supplier List and the terms and conditions for remaining thereon signed by The City and a respondent who has met the Qualification Criteria.

**Business Day** means any working day between **7:30** a.m. and **4:00** p.m. Calgary time, Monday to Friday inclusive, but excluding statutory and other holidays on which The City has elected to be closed for business.

**City Contact** means the individual identified on the RFSQ cover page.

**Conflict of Interest** means any perceived, potential, or actual state of affairs or circumstances where, in relation to the project or The City, a respondent:

- (a) has other commitments, relationships, financial interests, or involvement in pending or ongoing litigation that:
  - (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of independent judgment by any personnel of The City or its advisors; or
  - (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of the respondent's obligations under the Agreement if that respondent is included on the qualified supplier list;
- (b) has contractual or other obligations to The City that could or could be seen to become compromised or otherwise impaired as a result of its participation in the RFSQ or the Agreement.

**Deliverables** means the goods and services described in detail in Appendix D – RFSQ Particulars.

**Lead Team Member** has the meaning ascribed to it in Appendix C – Multi-Party Confirmation Form.

**Multi-Party Team** means a team of two or more separate legal entities who combine knowledge, property, financial resources or other resources in the provision of the Deliverables.

**Qualification Criteria** means those criteria indicated in Appendix D – RFSQ Particulars – Part A – Qualification Criteria.

**Qualified Supplier** means a respondent who is included on the Qualified Supplier List.

**Qualified Supplier List** means those respondents qualified pursuant to this RFSQ process who continue to meet the conditions for remaining qualified pursuant to the Agreement.



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**RFSQ** means this Request for Supplier Qualifications.

**RFX** means procurement documents issued by The City other than this RFSQ.

**Supplier** means the respondent included on the Qualified Supplier List who is engaged, retained or requested pursuant to the process contemplated in the Agreement to provide the Deliverables.

**Team Member** has the meaning ascribed to it in Appendix C – Multi-Party Confirmation Form.

**The City** means The City of Calgary, a corporation pursuant to section 4 of the Municipal Government Act, R.S.A. Chapter M-26.



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### PART 1 – INTRODUCTION

#### 1.1 Invitation to Respondents

This RFSQ is an invitation by The City to prospective respondents to qualify to be included on a Qualified Supplier List for eligibility to provide the Deliverables. This RFSQ process will be open until it is closed by The City and is intended to produce an open Qualified Supplier List which may vary in number over time.

#### 1.2 Material Disclosures

Respondents should refer to Appendix D – RFSQ Particulars for detailed information material to the Deliverables and the terms and conditions upon which they must be provided.

#### 1.3 Respondent Must be a Single Legal Entity

The respondent must be a single legal entity. If the respondent contemplates that the Deliverables would be provided by a Multi-Party Team, the respondent must ensure that its response complies with all requirements in this RFSQ that relate to Multi-Party Teams. If the respondent is invited to participate in a second-stage competitive process, The City will not consider any bid or proposal that involves a Multi-Party Team which was not identified in the response to this RFSQ.

#### 1.4 Qualified Supplier List, Agreement and Continuous Need to Meet Qualification Criteria

Respondents will be evaluated according to the Qualification Criteria. Respondents who meet or exceed the Qualification Criteria will be included on the Qualified Supplier List after they sign the Agreement. Respondents included on a Qualified Supplier List will need to continue to meet the Qualification Criteria to remain on the Qualified Supplier List

#### 1.5 No Guarantee of Value

The purpose of this RFSQ process is to qualify suppliers for eligibility to provide the Deliverables. The City makes no guarantee of the value of qualification through this RFSQ process or the volume of the Deliverables that might be requested. The City does not make any representation, warranty or guarantee that any number of trips will be scheduled or assigned to the Supplier while prequalified.

#### 1.6 Trade Agreements

Where a process falls within the scope of any applicable trade agreements, it will be subject to those trade agreements.

[End of Part 1]



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### PART 2 – SUBMISSION OF RESPONSES

#### 2.1 Responses Must be Submitted Via Email

Responses must be submitted electronically via email to:

[CalgaryTransitAccess\\_ACE\\_prequalification@calgary.ca](mailto:CalgaryTransitAccess_ACE_prequalification@calgary.ca)

#### 2.2 Responses Should Be Submitted in Prescribed Manner

Proponents must submit their responses electronically in MS Word or Adobe PDF format via email to the address set out in Section 2.1, above. The electronic copy of a response submitted via email will be considered the original response.

#### 2.3 Amendment of Responses

Proponents may amend their responses by emailing a replacement response via email to the address set out in Section 2.1 above with “AMENDMENT” clearly noted in the subject line.

#### 2.4 Withdrawal of Responses

At any time throughout the RFSQ process and prior to inclusion on the Qualified Supplier List, a respondent may withdraw its response to this RFSQ by communicating this intention via email to the address set out in Section 2.1 above and The City Contact.

#### 2.5 City Contact

All questions and other communications relating to this RFSQ or the RFSQ process should be submitted via email to the address set out in Section 2.1 above and The City Contact.

[End of Part 2]

### PART 3 – EVALUATION OF RESPONSES

#### 3.1 Stages of Response Evaluation

The City will conduct the evaluation of responses in the following two (2) stages:

- Stage I – Verification of Submission Requirements;
- Stage II – Verification of Qualification According to Qualification Criteria

#### 3.2 Stage I – Verification of Submission Requirements

Stage I will consist of a review to determine whether responses include or comply with the submission requirements of this RFSQ. Respondents who do not pass this stage of evaluation may re-submit. Responses satisfying the submission requirements of this RFSQ will proceed to Stage II.



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The submission requirements for this RFSQ are as follows:

**(a) Language of Response**

The response must be submitted in English.

**(b) Submission Form (Appendix A)**

Each response must include a Submission Form (Appendix A) completed according to the instructions contained in the Submission Form and signed by an authorized representative of the respondent. No other changes in the Submission Form are permitted.

**(c) Reference Form (Appendix B)**

If indicated to be required at the top of Appendix B, each response must include a completed Reference Form (Appendix B). The submission of a reference form that is incomplete or inconsistent with the Reference Form in Appendix B will not satisfy this mandatory requirement.

**(d) Multi-Party Confirmation Form (Appendix C)**

Each response that contemplates the provision of the Deliverables by a Multi-Party Team must include a Multi-Party Confirmation Form (Appendix C) completed and signed by all Team Members. No other changes in the Multi-Party Confirmation Form are permitted.

**(e) Other Mandatory Requirements**

### 3.3 Stage II – Verification of Qualification According to Qualification Criteria

Stage II will consist of a review of the responses to determine whether they meet the qualification criteria specified in Appendix D – RFSQ Particulars – Part One (1) - Qualification Criteria. Once the qualification criteria specified in Appendix D is met there will need to be validation that the payment transaction technology that connects to the ACE system has been installed and is working correctly before the commencement of any work.

[End of Part 3]



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### PART 4 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

#### 4.1 General Information and Instructions

##### 4.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable Section numbers of this RFSQ.

##### 4.1.2 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the respondent's response will not be considered to form part of its response.

##### 4.1.3 Intellectual Property

Respondents must not use or incorporate in their responses any information, concepts, products or processes that are subject to copyright, patents, trademarks or other intellectual property rights of third parties, unless the respondent has permission for the incorporation of any such information, concepts, products or processes and has, or will, obtain the right to use such information, concepts, products or processes without cost to The City in the provision of the Deliverables.

##### 4.1.4 References and Past Performance

The City's evaluation of a response may include information provided by the respondent's references and may also include consideration of the respondent's past performance on previous contracts with The City or other institutions.

##### 4.1.5 Information in RFSQ Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the potential work. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ.

##### 4.1.6 Respondents Will Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.





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### 4.1.7 Response to Be Retained by The City

The City will not return the response or any accompanying documentation submitted by a respondent.

## 4.2 Communication after Issuance of RFSQ

### 4.2.1 Respondents to Review RFSQ

Respondents must promptly examine all of the documents comprising this RFSQ, and

- (a) must report any errors, omissions or ambiguities to; and
- (b) may direct questions or seek additional information from

The City Contact. It is the responsibility of the respondent to seek clarification from the City Contact on any matter it considers to be unclear. The City will not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

### 4.2.2 Respondent Questions and RFSQ Notices

Respondents are permitted to submit a question and categorize it as follows:

- a) General Questions ; or
- b) Commercially Confidential Questions.

Any such categorization should be indicated in the subject line of the email to the City Contact. If The City disagrees with the respondent's categorization of a question as a Commercially Confidential Question, The City will give the respondent the opportunity to either categorize the question as a General Question, or to withdraw the question.

If The City determines, in its sole discretion, that a respondent's categorized Commercially Confidential Question, even if it is withdrawn by the respondent, is of general application, or would provide a significant clarification of the RFSQ documents, or the RFSQ process to respondents, The City may issue a clarification to respondents that deals with the same subject matter as the withdrawn Commercially Confidential Question.

In addition, if The City agrees with the respondent's categorization of a Commercially Confidential Question, then The City will provide a response only to the respondent that submitted the question.

The identities of the respondents submitting a question will not be disclosed.

No communications with respect to this RFSQ should be directed to anyone other than The City Contact. The City is under no obligation to provide additional information, and The City will not be responsible for any information provided or obtained from any source other than The City Contact.

If, in The City's sole discretion, responses to respondent questions require an amendment to this RFSQ, such amendment will be prepared and posted on The City of Calgary's website



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located at <https://www.calgary.ca/CA/fs/Pages/Bid-and-Vendor-Information/On-Demand-Transportation-Services-for-People-With-Disabilities.aspx>

### 4.2.3 Amendments to the RFSQ

This RFSQ may be amended only by an addendum in accordance with this Section. If The City, for any reason, determines that it is necessary to amend this RFSQ, an addendum will be communicated to respondents who have already responded via email to the address indicated in section 2.1 of this RFSQ and to potential respondents by addenda posted on Alberta Purchasing Connection and any other location that the RFSQ was posted originally. Each addendum forms an integral part of this RFSQ.

Such addenda may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by The City. Respondents may, in writing, seek confirmation of the number of addenda that have been issued under this RFSQ from The City Contact.

### 4.2.4 Verify, Clarify and Supplement

When evaluating responses, The City may request further information from a respondent or third parties in order to verify or clarify any matters contained in the respondent's response, or require a respondent to submit supplementary documentation for verification or clarification of any matters in the respondent's response. The City may, but is not obligated to, seek a respondent's acknowledgement of The City's interpretation of the response or any part of the response. The City may revisit and re-evaluate the respondent's response, ranking or qualification on the basis of any such information.

The City is not obligated to verify or seek clarification of any aspect of a response or any statement made by any respondent, including any ambiguity in a response or any ambiguity in a statement made by a respondent.

## 4.3 Negotiations, Notification and Debriefing

### 4.3.1 Notification to Respondents

Respondents will be notified of their inclusion or not on the Qualified Supplier List. Respondents that are not included in the Qualified Supplier List will have the opportunity to re-submit to this RFSQ.

### 4.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to The City Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.



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### 4.3.3 Prequalification Process Protest Procedure

If a respondent wishes to challenge the RFSQ process, it should provide written notice to The City Contact within sixty (60) days of notification of the outcome of the procurement process, and The City will respond in accordance with its procurement protest procedures.

### 4.4 Conflict of Interest and Prohibited Conduct

#### 4.4.1 Conflict of Interest

The City may disqualify a respondent for any conduct, situation or circumstances, determined by The City, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### 4.4.2 Disqualification for Prohibited Conduct

The City may disqualify a respondent or rescind an Agreement subsequently entered into if, in the sole and absolute determination of The City, the respondent has engaged in any conduct prohibited by this RFSQ.

#### 4.4.3 Prohibited Respondent Communications

A respondent must not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

#### 4.4.4 Respondent Not to Communicate with Media

A respondent may not at any time, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) in relation to this RFSQ without first obtaining the written permission of The City Contact.

#### 4.4.5 No Lobbying

A respondent may not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

Without limiting the generality of the above statement, at any time during the RFSQ process, respondents and respondent Team Members or any of their respective employees or representatives are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the following persons or organizations on matters related to the RFSQ process, the RFSQ documents, or the responses:

- (a) any member of the evaluation committee or any member of any sub-committee of the evaluation committee (if applicable);
- (b) any consultant, expert or advisor assisting The City or the evaluation committee;



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- (c) any person employed or engaged by The City, or any person who was previously employed by The City and who would have information relating to the procurement of the Deliverables, other than the City Contact;
- (d) any member of the municipal council of The City or any member of a councillor's staff;
- (e) the Mayor of Calgary or any member of the Mayor of Calgary's staff;
- (f) any other respondent or respondent representatives; or
- (g) any directors, officers or consultants of any entity listed in RFSQ Sections 4.4.5 (a) through to 4.4.5 (f).

### 4.4.6 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud or collusion. Respondents must not engage in any unethical conduct, including lobbying or other inappropriate communications, offering gifts to members of Council, employees, officers or other representatives of The City, deceitfulness, submitting responses containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFSQ.

### 4.4.7 Past Performance or Inappropriate Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct will include but not be limited to the following:

- (a) illegal or unethical conduct as described in Section 4.4.5 or Section 4.4.6;
- (b) the refusal of the supplier to honour its pricing or other commitments made in its response; or
- (c) any other conduct, situation or circumstance determined by The City, in its sole and absolute discretion, to constitute a Conflict of Interest.

## 4.5 Confidential Information

### 4.5.1 Confidential Information of City

All information provided by or obtained from The City in any form in connection with this RFSQ either before or after the issuance of this RFSQ, including any intellectual property information:

- (a) is the sole property of The City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent Contract;



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- (c) must not be disclosed without prior written authorization from The City; and
- (d) must be returned by the respondents to The City immediately upon the request of The City.

### 4.5.2 Confidential Information of Respondent

Respondents are advised that The City is governed by Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP") and The City may be required to disclose all or part of a respondent's response pursuant to FOIP.

Respondents are also advised that FOIP may provide protection for confidential and proprietary business information. Respondents should identify any confidential or proprietary information in its response or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way in which such information should be identified. Subject to the provisions of FOIP, The City will make reasonable efforts to maintain the confidentiality of information identified as confidential or proprietary, except as otherwise required by law or by order of a court or tribunal or by order or decision of the Information and Privacy Commissioner (Alberta).

Respondents are advised that their responses will, as necessary, be disclosed, on a confidential basis, to The City's advisers retained for the purpose of evaluating or participating in the evaluation of their responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the City Contact.

## 4.6 Prequalification Process Non-binding

### 4.6.1 No Contract A and No Claims

The prequalification process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFSQ will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither any unsuccessful respondent nor The City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to this RFSQ.

### 4.6.2 No Legal Relationship or Obligation and Validity of Qualification

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and The City by this RFSQ process. Respondents who are included on the Qualified Supplier List will remain on that list until the list is no longer required provided that they continue to meet the qualification criteria.



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### 4.6.3 Respondents in Dispute with The City

In accordance with The City's Policy FA-056(A), The City may disqualify any respondent or the response of any respondent who is engaged in a dispute with The City.

### 4.6.4 Cancellation

The City may cancel or amend the RFSQ process without liability at any time.

## 4.7 Governing Law and Interpretation

### 4.7.1 Governing Law

The terms and conditions in this Part 4 – Terms and Conditions of the RFSQ process:

- (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and
- (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

Any action or proceeding relating to this RFSQ process must be brought in any court of competent jurisdiction in the Province of Alberta and for that purpose the respondent irrevocably and unconditionally submits to the jurisdiction of the Alberta courts.

[End of Part 4]



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**APPENDIX A – SUBMISSION FORM**

**1. Respondent Information**

Fill out the following form, and name one (1) person to be the contact for your response to this RFSQ response and for any clarifications or amendments that might be necessary.	
Full Legal Name of Respondent:	<b>[**insert Full Legal Name of Proponent**]</b>
Any Other Relevant Name under Which the Respondent Carries on Business:	<b>[**Other Relevant Business Names Proponent Owns**]</b>
Street Address:	<b>[**insert Street Address**]</b>
City, Province/State:	<b>[**insert City, Province/State**]</b>
Country:	<b>[**insert Country**]</b>
Postal Code:	<b>[**insert Postal Code**]</b>
Phone Number:	<b>[**insert Phone Number**]</b>
Company Website (If Any):	<b>[**insert Company Website**]</b>
Respondent Contact and Title:	<b>[**insert RFSQ Contact and Title**]</b>
Respondent Contact Phone:	<b>[**insert RFSQ Contact Phone Number**]</b>
Respondent Contact E-mail:	<b>[**insert RFSQ Contact E-mail**]</b>
<i>The respondent is solely responsible for ensuring that the RFSQ Contact email account will accept all emails from The City.</i>	

**2. Acknowledgment of Non-binding Procurement Process**

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of this RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process and that there will be no legal relationship or obligations created through this RFSQ process.

**3. Ability to Provide Deliverables**

The respondent has carefully examined this RFSQ and has a clear and comprehensive knowledge of the Deliverables described in this RFSQ. The respondent represents and warrants its ability to provide the Deliverables in accordance the all of the requirements of this RFSQ.



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### 5. Addenda

The respondent confirms that it has read and accepted all addenda issued by The City and acknowledges that it is solely responsible for making any necessary amendments to its response based on the addenda.

### 6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

### 7. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by The City to The City’s advisers retained for the purpose of evaluating or participating in the evaluation of this response.

### 8. Conflict of Interest

For the purposes of this Section, the term “Conflict of Interest” is defined in the “Defined Terms” section at the beginning of this RFSQ.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this RFSQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in this RFSQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

**[\*\*insert the details of the actual or potential Conflict of Interest, if not then N/A\*\*]**

The following individuals, as employees, advisers, or in any other capacity participated in the preparation of our response; **AND**:

- (i) were employees of The City and have ceased that employment within twelve (12) months of submission; or
- (ii) are current employees of The City; or
- (iii) are a spouse of an individual identified in (ii) above.





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<b>Name of Individual:</b> <b>[**insert Name of Individual**]</b>
<b>Job Classification:</b> <b>[**insert Job Classification**]</b>
<b>Department:</b> <b>[**insert Department**]</b>
<b>Dates of Employment with The City (past or current):</b> <b>[**Enter in a Date**]</b>
<b>Name of Last or Current Supervisor:</b> <b>[**insert Name of either Last or Current Supervisor**]</b>
<b>Brief Description of Individual’s Job Functions:</b> <b>[**Brief description of the individuals job functions**]</b>
<b>Brief Description of Nature of Individual’s Participation in the Preparation of the Proposal:</b> <b>[**Brief description of the individual’s participation in the preparing Proposals**]</b>

**(Repeat above for each identified individual)**

The respondent agrees that, upon request, the respondent will provide The City with additional information about each individual identified above in the form prescribed by The City.

By signing this form, I confirm I have the full authority and capacity to represent the respondent in all matters relating to the response and I confirm that the respondent agrees to be bound by all of the terms and conditions of this RFSQ and waives any and all rights to claim or argue that it was not aware of any provision of this RFSQ.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date (YYYY MMM DD)



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**APPENDIX B – REFERENCE FORM**

**REQUIRED - YES  NO**

Each respondent is requested to provide three (3) references from clients who have obtained similar goods or services to those requested in this RFSQ from the respondent in the last **five (5)** years.

**Reference #1**

<b>Company Name:</b>	<b>[**insert Company Name**]</b>
<b>Company Address:</b>	<b>[**insert Company Address**]</b>
<b>Contact Name:</b>	<b>[**insert Contact Name**]</b>
<b>Contact Telephone Number:</b>	<b>[**insert Contact Telephone Number**]</b>
<b>Date Work Undertaken:</b>	<b>[**insert Date Work Undertaken**]</b>
<b>Nature of Assignment:</b>	<b>[**insert Nature of Assignment**]</b>

**Reference #2**

<b>Company Name:</b>	<b>[**insert Company Name**]</b>
<b>Company Address:</b>	<b>[**insert Company Address**]</b>
<b>Contact Name:</b>	<b>[**insert Contact Name**]</b>
<b>Contact Telephone Number:</b>	<b>[**insert Contact Telephone Number**]</b>
<b>Date Work Undertaken:</b>	<b>[**insert Date Work Undertaken**]</b>
<b>Nature of Assignment:</b>	<b>[**insert Nature of Assignment**]</b>

**Reference #3**

<b>Company Name:</b>	<b>[**insert Company Name**]</b>
<b>Company Address:</b>	<b>[**insert Company Address**]</b>
<b>Contact Name:</b>	<b>[**insert Contact Name**]</b>
<b>Contact Telephone Number:</b>	<b>[**insert Contact Telephone Number**]</b>
<b>Date Work Undertaken:</b>	<b>[**insert Date work Undertaken**]</b>
<b>Nature of Assignment:</b>	<b>[**insert Nature of Assignment**]</b>



## Request for Supplier Qualifications [18-051]

### APPENDIX C – PREQUALIFICATION OF MULTI-PARTY TEAM

**[THIS FORM TO BE COMPLETED ONLY IF THE RESPONSE CONTEMPLATES PROVISION OF THE DELIVERABLES BY A MULTI-PARTY TEAM]**

#### 1. RESPONDENT IS LEAD TEAM MEMBER

The respondent, as identified on the response Submission Form, must be a single legal entity and will be considered the “Lead Team Member” of the Multi-Party Team described in this form. By submitting a response to this RFSQ, the Lead Team Member, with the agreement and authorization of all other Team Members and for the purpose of all matters related to the RFSQ and the response, confirms that it will act as the single point of contact for The City for all matters associated with this RFSQ.

#### 2. IDENTITY OF TEAM MEMBERS

In addition to the Lead Team Member, the following legal entities are members of the Multi-Party Team (“Team Members”):

**[\*\*insert the name of the legal entities that are members of this Multi-Party Team, or insert N/A\*\*]**

**(Repeat above for each identified member)**

#### 3. CONFIRMATION OF OTHER TEAM MEMBER(S)

**[TO BE COMPLETED AND SIGNED BY EACH TEAM MEMBER OTHER THAN THE RESPONDENT]**

The Team Member, for the purpose of all matters related to the RFSQ and/or the respondent’s response, confirms that it:

- (a) consents to its inclusion as a member of the Multi-Party Team;
- (b) confirms that the response accurately reflects the qualifications of the Team Member;
- (c) consents to The City performing reference checks in respect of the Team Member in accordance with the RFSQ;
- (d) understands and agrees that any information included in the response, even if it is identified as being supplied in confidence, may be disclosed by The City where required by law or by order of a court or tribunal;



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In witness whereof and as a legally authorized representative and signatory of the Team Member, I/We execute this form as of the date indicated below.

\_\_\_\_\_  
Date (YYYY MMM DD)

\_\_\_\_\_  
Legal Name of Lead Team Member

Per: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Per: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

I/We have authority to bind the Lead Team Member.  
**[Repeat the Signature block above for each identified member]**



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### APPENDIX D – RFSQ PARTICULARS

#### 1. QUALIFICATION CRITERIA

- a) Current valid taxi brokerage license issued by The City of Calgary Livery Transport Services.
- b) A mixed fleet including accessible vehicles where no less than 1 accessible is available 24/7.
- c) A dispatch service and customer service or complaints contact.
- d) Provide a letter of clearance from the WCB (Worker's Compensation Board) indicating that the Supplier's account is in good standing.
- e) Willing to invest the resources necessary to put in place the Calgary Transit Access Extra Taxi Subsidy Program "ACE Computer System" at the proponents cost. This is the method used for charge slip processing and submission to The City. The integration and functionality of this system will require verification by The City.

\*Note: No "ACE" service will be provided by proponents until the software system can be validated for use by Calgary Transit Access\*

#### 2. BACKGROUND INFORMATION AND QUALIFICATION PROCESS

Calgary Transit is responsible for the delivery of specialized and accessible fixed-route transit services for Calgarians with disabilities through Calgary Transit Access. The Deliverables that will be provided by those qualified under this RFSQ are intended to service adult users with visible or non-visible disabilities or both including but not limited to their ability to see, hear, move, tolerate pain, learn, understand, communicate and remember. The ACE card is an important part of the user's wellbeing and their ability to complete their day to day tasks.

Calgary Transit is looking to secure reliable and experienced sources for the Calgary Transit Access Extra Taxi Subsidy Program "ACE" for people with disabilities. The work shall consist of on-demand taxi services for ambulatory and non-ambulatory persons within Calgary city limits. Currently there are approximately 6000 Calgary Transit Access ACE customers that have a card with a \$56.00 monthly subsidy limit (subject to change) for use in accessing the Calgary Transit Access Extra Taxi Subsidy "ACE" Program. These customers will contact the supplier of their choice to arrange for transportation and pay the boarding charges. (There is a future possibility of trips being dispatched through a centralized accessible taxi dispatch system as well).

#### 3. DELIVERABLES

Qualified Suppliers shall be available 24 hours per day, 365 days per year to provide vehicles, drivers, dispatchers, supervision and equipment required to carry out the service in accordance with the requirements set out in this RFSQ including the Performance Terms and Conditions in Appendix E and any operational rules that may be approved or adopted



## Request for Supplier Qualifications | 18-051 |

from time to time by The City of Calgary. Qualified Suppliers will operate a prompt, safe, and courteous service for registered users of Calgary Transit Access within the municipal boundaries of The City of Calgary.

Service shall be provided from the exterior door at the point of origin to the exterior door of the point of destination. Particular situations and circumstances may require drivers to assist customers further than the first door, such as apartment buildings and medical or dental offices. Drivers will assist customers in and out of vehicles and accompany them between the vehicle and the inside of the first exterior set of accessible doors at the starting point and destination of each customer trip. A customer will be allowed to bring additional passengers as long as they fit in the same vehicle to accompany them on their trip. Unless requested otherwise by the customer, drivers will assist customers to and from the door even if they have a companion travelling with them. Drivers will assist customers using mobility devices with stairs or other barriers or challenges to mobility.

The Supplier shall designate in writing a person to work with Calgary Transit Access and the ACE program in carrying out the provisions of this work, to meter trips, and to address any questions that arise in relation to the trips provided by drivers.

The Supplier shall ensure that supervisory staff are knowledgeable in the operation of Calgary Transit Access and are on duty during all hours of operation.

### Drivers Qualifications and Duties

1. The Supplier shall establish a pool of trained drivers who are willing and qualified to participate in the provision of service. The Supplier shall ensure that its drivers are aware of the ACE program and are capable to perform such duties and services as the Supplier is obliged to perform in accordance with the provisions of this RFSQ and in accordance with the provisions of the Livery Transport Services Bylaw 6M2007.
2. The Supplier shall ensure that all drivers assigned to provide service:
  - a) have a valid and subsisting taxi driver's licence issued by Livery Transport Services;
  - b) maintain satisfactory performance in the following key areas:
    - i) Service – provide proper assistance to ACE customers; actively look for ACE customers at pickup locations; be courteous to ACE customers and the public; drive defensively and safely, and ensure passenger safety procedures;
    - ii) Administrative – submit accurate payment records as per prescribed timelines; and submit accurate contract documentation as per prescribed timelines;
    - iii) Professional Conduct – treat passengers, the public, other Suppliers and drivers, and City staff with fairness, professional courtesy and dignity and without discrimination or harassment; have a positive customer service attitude and be alert and well rested at all times while operating a vehicle; and be well groomed, professional in appearance and adhere to the driver dress code.



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- c) possess a valid Class 1, 2 or 4 Alberta driver's license to operate a vehicle and provide a copy to The City upon request;
  - d) provide to The City, upon request, an original current driver abstract from the Province of Alberta upon commencement of the provision of service and every twelve (12) months thereafter during the provision of the deliverables under this RFSQ, showing less than nine (9) demerits point;
  - e) possess a functional ability to read and communicate orally in the English language;
  - f) provide to The City, upon request, a current Security Clearance Detail (Request for Criminal Record Name Check available from Calgary Police Service and or RCMP) for driver(s) upon commencement of the provision of services hereunder, or as requested by The City;
  - g) comply with any other reasonable requests by The City;
  - h) have a good knowledge of the location of streets and major activity areas in The City of Calgary;
  - i) operate all vehicles in compliance with all federal, provincial and municipal laws, ordinances, rules, regulations, bylaws and codes; and
  - j) refer public inquiries concerning the ACE program to Calgary Transit administration.
3. Drivers must properly identify and announce their presence at the entrance of the building at the specified pickup location if a curbside pickup is not apparent. Upon request drivers shall provide their name, taxi driver's licence number, and taxi plate number. The taxi driver's licence must be visible displayed in the taxi.
  4. Drivers must verify that the passenger is taking a Calgary Transit Access Extra "ACE" trip and not a Calgary Transit Access trip.
  5. Drivers must assist passengers in and out of vehicles and between vehicles and the inside of the exterior set of accessible doors at the starting point and/or destination. Particular situations and circumstances may require drivers to assist some passengers further than the first exterior door (e. g., apartment buildings and medical facilities).
  6. Where appropriate, drivers may be required to fold and store a passenger's wheelchair or walker in the trunk of the vehicle.
  7. For the accessible taxi service, drivers are required to assist passengers in negotiating stairs in accordance with the following:
    - a) Manual wheelchairs - up or down one (1) step plus the door threshold.
    - b) Scooters and Motorized or power wheelchairs - up or down one (1) step or curb, only.
  8. For the accessible taxi service, drivers are required to ensure that passengers using mobility devices are properly secured using a wheelchair-passenger restraint system, except for those passengers with approved seatbelt exemptions.



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9. Drivers shall ensure that passengers are able to gain entry to their destination. If passenger cannot gain entry, drivers shall check around the drop off area to see if there are other entrances or exits. Drivers shall ask the passenger if there is a telephone number (check the back of the ACE card for an emergency contact number), neighbour or family member who can be called. If all attempts fail, drivers shall notify their dispatch for further instructions.
  
10. Drivers shall notify the Supplier’s dispatcher of any accidents, mishap or serious incidents immediately. The Supplier should advise Calgary Transit staff as soon as possible to obtain instructions. The Supplier shall also submit a complete written report on the appropriate form no later than the next business day to Calgary Transit administration.
  
11. The City reserves the right to request that a driver not be assigned to provide service if this is deemed to be in the best interest of passenger safety and quality of service in its sole discretion.

#### 4. RESPONSE CONTENT FOR QUALIFICATION

Each response should include the information requested below under Response Content in respect of each of the Qualification Criteria that The City will evaluate.

QUALIFICATION CRITERIA	RESPONSE CONTENT
<b>Licensing</b>	Provide proof of valid taxi brokerage license issued by The City of Calgary Livery Transport Services.
<b>Fleet</b>	Describe your current fleet of vehicles and include the list of associated taxi licenses.
<b>Dispatch and Customer Service</b>	Confirm that your company will provide 24/7 dispatch and customer service.
<b>Workers Compensation Coverage</b>	Provide a letter of clearance from the WCB (Worker’s Compensation Board) indicating that the Supplier’s account is in good standing.
<b>Computer System</b>	<p>Confirm that your company is willing to invest the resources necessary to put in place the Calgary Transit Access Extra Taxi Subsidy Program “ACE Computer System” at the proponents cost. This is the method used for charge slip processing and submission to The City. The integration and functionality of this system will require verification by The City.</p> <p>*Note: No ACE service will be provided by proponents until the software system can be validated for use by Calgary Transit Access*</p>





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### APPENDIX E – PERFORMANCE TERMS AND CONDITIONS

1. The Supplier confirms that it is available to commence performance of the Deliverables within one week of execution of an Agreement following notice of approval of Pre-Qualification, or within the time agreed to by The City.
2. The City reserves the right to have the Supplier provide proof of compliance with any or all of the Qualification Criteria at any time. The Supplier is responsible for maintaining current and detailed documentation to substantiate compliance. At any time, The City may request that this be independently verified at the Supplier's expense. If requested to do so, the Supplier will provide proof of an account in good standing with the Workers' Compensation Board (Alberta) or a statutory declaration in a form acceptable to The City confirming that they do not have any employees.

3. **Service Commitment**

The Supplier will provide on-going customer service and support including trouble shooting, conflict resolution and answering day-to-day questions of customers.

4. **Livery License Requirement**

Annually the supplier will be required to provide updated proof of valid taxi brokerage license issued by The City of Calgary Livery Transport Services. This must be provided annually before January the 15<sup>th</sup> via email to the address set out in Section 2.1.

5. **Account with Alberta Workers` Compensation Board**

- a) The Supplier must maintain an account in good standing with the Worker's Compensation Board (Alberta) ("WCB") or other jurisdiction approved by The City throughout the Term unless indicated otherwise. The Supplier's account must include coverage for all individuals who may be involved in providing the Deliverables. The City may seek verification from the WCB at any time during the Supplier's performance of the Deliverables to confirm that the Proponent's account remains in good standing.
- b) The City may also refuse to pay the Supplier unless the Supplier provides a letter or other evidence from the WCB that the Supplier's account with the WCB is in good standing. If The City receives information from the WCB that the account of the Supplier has ceased to be in good standing with the WCB, The City may suspend payment to the Supplier until either:
  - (i) the Supplier has obtained a letter of clearance from the WCB indicating that the Supplier`s account has been brought back into good standing; or
  - (ii) The City pays the WCB any amount owing on behalf of the Supplier or pays the amount of the WCB's demand for payment in respect of the Supplier or its sub-contractor.
- c) If The City pays any amount to the WCB on behalf of the Supplier, The City may deduct that amount from any amount owing to the Supplier under the Agreement or under any other contract, or may demand a reimbursement from the Supplier. These rights are in addition to and not in substitution for any other right at law or in equity which The City has by reason of the failure of the Supplier to comply with the requirements of the WCB.



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### 6. Payment and Invoicing

- 6.1. The City agrees to pay the Supplier the net trip cost (cost of trip not covered by the ACE card) less a ten percent (10%) discount and user fare for each individual trip.
- 6.2. The Supplier will invoice The City in accordance with 4.1 within ten (10) working days for services rendered for each calendar month.
- 6.3. The City agrees to pay the Supplier the balance owing within twenty (20) working days of receipt of the Supplier's invoice. The Supplier's invoice will separately show the charges for service rendered and include all of the information requested on the Charge Slip attached as Appendix F per trip.
- 6.4. The Supplier shall only be required to provide transportation under the Program to registered users who provide a valid ACE card to any Driver. The City will only be responsible for the payment of charges where:
  - a) an authorization number has been provided by the ACE computer system;
  - b) In the event that a manual charge slip is created, the driver will ensure that the slip is embossed with the customer's name, account number and expiry date of the card; or,
  - c) a general authorization has been provided by a representative of The City for a specific period if such computer system is not operating. Such authorizations are (normally) valid only for the month when issued and any trip outside the month of issue of an authorization may be deemed by The City to be without authorization.
- 6.5. The City will take all reasonable action to ensure that all invoices are paid promptly without delay. However, in the event payment is delayed beyond the negotiated payment term, The City will not authorize and will not accept any late charges.

### 7. Site Visit

- 7.1. The City reserves the right to conduct a site visit of the premises of the Supplier.
- 7.2. The City reserves the right to conduct a site visit of the premises of the Supplier and to verify the general condition and operation of their vehicles.

### 8. Systems Integration

- a) The Supplier will be responsible for all costs associated with the integration of their payment systems with The City of Calgary's in-house system for the ACE program. This is required to enable a connection to an external Application Programming Interface (API). The City will require validation and testing of the proponent's software system. If the software system is unable to be integrated, the City reserves the right to deem the supplier non-compliant.
- b) If the Supplier changes their software system after the ACE program has been validated for use they must notify The City in writing and obtain approval from The City to continue use of the ACE system. Failure to provide written communication of the



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software changes and receiving approval from The City could lead to contract termination.

### 9. Fares

- 9.1. The Supplier shall collect payment from passengers for the user fee in an amount not to exceed the maximum established by The City by way of cash, debit card, credit card or other method approved by The City from time to time. Only user fee shall be charged per trip regardless of the number of passengers.
- 9.2. If the fare exceeds the user fee, the Supplier shall collect payment for the amount of the fare in excess of the user fee less a ten percent (10%) discount by way of ACE card payment. If the passenger's ACE card does not have sufficient funds to cover this amount, the Supplier shall collect any additional amount owing from the passenger.
- 9.3. The Supplier agrees that charges for stopovers, waiting time, or trips outside the municipal boundaries of The City of Calgary are not allowed under the Program.
- 9.4. The Supplier agrees that each Driver should take the most direct route to the destination resulting in the lowest meter charge.
- 9.5. The Supplier agrees that no charges other than the cost of one-way transportation provided shall be included in the meter charge. The meter charge shall only include the time the vehicle departs from the origin to the time the vehicle arrives at the destination. Loading and unloading customers shall not be included in the meter charge. Single trips with multiple stops will be denied. Where a customer requests a return trip or a continuation of a trip to a new destination, the driver will stop the meter at each stop, and start a new trip for any subsequent trip.
- 9.6. The Supplier will not permit drivers to provide transportation to members of their own family.
- 9.7. In the event any Supplier:
  - a) claims for the services of any driver who overcharges for a trip;
  - b) charges flat rates not approved by Livery Transport Services;
  - c) claims for a trip or trips that did not take place; or
  - d) otherwise breaches the terms, conditions contained in this RFSQ,

The City may in its sole discretion:

- a) provide notice to the Supplier that it will no longer accept charges reflecting services provided by such driver,
  - b) require that the Supplier indemnify The City for any losses incurred by any wrongful acts including those listed in this section;
  - c) cover the costs associated with an investigation of any losses incurred by any wrongful acts including those listed in this section.
- 9.8. The Supplier agrees that all charges for trips will be metered except for those flat rated fares approved by Livery Transport Services.



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- 9.9. The Supplier shall under no circumstances collect or attempt to collect any payment in excess of the authorized fare.
- 9.10. In the event an ACE card cannot be read electronically, the Supplier will require the driver to enter the card manually and provide a manual receipt to the customer.
- 9.11. The Supplier agrees to comply with The City's fare handling and reconciliation procedures as established by The City from time to time.
- 9.12. The City shall provide the Supplier with not less than fifteen (15) days written notice of any change in the user fee and the Supplier shall be bound to collect such amended amount from customers after the effective date of the charge as stipulated in the notice.
- 9.13. Some passengers will require the assistance of service animals for their independence. All service animals are to be transported at no charge. Service animals, if they are large are required to lie on the floor of the vehicle or if smaller in size, they can be allowed to lie on the lap of the owner or rider. No trips refusals are permitted, including those involving service animals.

### **10. Communication and Reporting**

- 10.1. The Supplier shall be required to report details of all trips in the form of operation reports as requested by The City. The frequency of reporting will be established between the Supplier and The City.
- 10.2. Operations reports include, but are not limited to, the following details:
  - (a) Complaint summaries
  - (b) Service delivery problems
  - (c) Scheduling concerns
  - (d) Incidents, mishaps and accidents
  - (e) Missed scheduled pickups.
- 10.3. The Supplier agrees to attend meetings when requested by The City as a result of reports provided.

### **11. Customers Complaints**

- 9.1 All complaints received by The City will be documented and forwarded to the Supplier for resolution.
- 9.2 The Supplier shall designate a person to receive, review and log complaints and to ensure that all complaints received are investigated and responded to within five (5) business days.
- 9.3 The Supplier must establish and maintain a standardized written customer complaint handling process in a form acceptable to The City.
- 9.4 The City will provide the Supplier with written notice of any customer complaint regarding the Supplier.



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9.5 The Supplier shall upon request from The City provide information regarding how a complaint was handled.

### **12. Vehicles and Compliance**

12.1. The supplier will Comply with all applicable laws including but not limited to Livery Transport Services Bylaw 6M2007 as may be amended from time to time.

12.2. Each vehicle supplied by the Supplier shall be roadworthy, safe to operate, in good working state and kept in a clean condition.

12.3. All vehicles shall be equipped with a two-way radio and or other communication device capable of communicating with the Supplier's dispatcher.

12.4. All vehicles shall be equipped with a Global Positioning System (GPS) device and video camera(s) with a minimum recording capacity of 32 GB to capture events inside and outside the vehicles.

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## APPENDIX F

### Charge Slips

COMPANY NAME	DRIVER'S NAME TDL #	
	CAR NUMBER	
	DATE	
	TIME AM PM	
	AUTHORIZATION NUMBER	
	FROM:	
TO:	1	METER CHARGE
	2	LESS 10%
	3	USER FEE
	4	NET CHARGE
REGISTERED USER SIGNATURE		
X _____		
SERIAL NUMBER		

**END OF RFSQ DOCUMENT**