

Halifax Regional Centre For Education

Purchasing Division

RFP# 4031

Student Transportation Services - Busing

Addendum #4

**September 16th, 2019
05:00 P.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 5 including cover

Phone: 464-2000(ext. 2223)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Vendor Questions & Clarifications:

Question 1.) Could you please provide clarification on the following?

Package 1: Route ID 160 – bus size (i.e # of seats) is blank

Package 2: Route ID 222 – bus size (i.e # of seats) is blank

Could you please provide the number of seats on these two routes?

Response: Both are 70 seats

Question 2.) In regards to the bid bond: Is there an expectation that there is a bid bond for each package or only for the top two preferred ranking? Or is each proposal considered a submission by a carrier

Response: The bid bond should be for the top two preferred packages.

Question 3.) Would HRCE be willing to change the renewal comment using alternate language?

Response: Changes such as this can be considered in the negotiation period.

Question 4.) Where will the price per litre for fuel be obtained each July 1 for the fuel rate calculation? Would you consider reimbursing operators for the actual cost of fuel used in providing the service?

Response: See other answers on fuel rate.

Question 5.) Please elaborate on what service is expected in order ensure the safety of bus stops? Who is responsible for ensuring stops are clear from snow/ice and safe in winter for example?

Response: School grounds, including bus stops on school grounds, are cleared by the HRCE. Bus stops in the public right of way are cleared by Provincial or Municipal services depending on the ownership of the roadway. There is no expectation that the Operator will clear bus stops of snow. Operators will be expected to ensure regulations with respect to sightlines, stopping distance, and other roadway features are considered and adhered to in selecting bus stops.

Question 6.) Does route data provided include combined am and pm distance and time? i.e does it represent total distance and time for an entire day for each route

Response: Route data is the distance and time for AM & PM, the total for the day would be 2x what is listed.

Question 7.) Section 9.1.(c) indicates 4 wheelchair positions are required for all wheelchair accessible routes. Route bundle 5 indicates 15 total seats are required which would require space for 11 other passengers. Is the expectation that these 11 passengers will seat 3 per seat or 2 per seat?

Response: The expectation is that these seats will seat 3 elementary students or 2 secondary students.

Question 8.) Section 9.4.(a) indicates age is based on date of manufacture . 9.4.(c) indicates HRCE wants the date on the vehicle warranty card on the rolling stock report. Please confirm that this is what is meant in both cases.

Response: 9.4(e) references the date on the warranty card, this is not meant to be the manufacture date. All points on vehicle age and reporting are as intended in section 9.4.

Question 9.) In order to make bids more uniform and comparable between service providers please indicate the number of cameras required for each size of vehicle.

Response: 3 cameras for each vehicle.

Question 10.) Would the HRCE consider alternate language in the draft form of agreement in relation to employees?

Response: Suggestions for alternate language in the Draft Form of Agreement will be considered in negotiations.

Question 11.) Please advise where the “Wait Time Rate” is to be provided in the bid?

Response: Table 7 in B.5, Pricing Form

Question 12.) Would the HRCE consider a mutually agreed grace period at the start of the contract before financial penalties are imposed?

Response: Changes such as this can be considered in the negotiation period.

Question 13.) Would the HRCE consider using alternate language to be used in the draft form of agreement with regards to “Termination of Agreement”?

Response: Changes such as this can be considered in the negotiation period.

Question 14.) Would the HRCE consider using alternate language to allow the ability to cure issues that could result in termination?

Response: Suggestions for alterations to the language in the Draft Form of Agreement will be considered in negotiations.

Question 15.) How will Charter work be procured by HRCE and what is the approximate annual value of this work?

Response: HRCE schools will request charter to the HRCE Transportation Team, who will manage the request of the Operator. There is no estimate of annual value of this work, variables such as the availability of drivers and availability of funds at individual schools result in year over year fluctuation.

Question 16.) What will be paid to operators on school days cancelled due to inclement weather?

Response: To be negotiated at award

Question 17.) The answer to question #1 from the bidder’s meeting (the definition of Deadhead) seems to conflict with the definition of Deadhead provided in the answer to question #6 from the additional Vendor questions and clarifications.

Response: The calculation table that we provided in the Addendum #2 includes deadhead kilometers from the (AM) depot to the first bus stop pick up, and back to depot after drop off at school. This is reversed in the PM.

Question 18.) Did you intend to change the definition of Deadhead from what is referred to in the RFP document? The definition of Deadhead in the RFP document referred to time in the context of driver pay from the operator’s parking location to the first stop on the route, and from the last stop on the route to the operator’s parking location. Deadhead now refers to distance only, and only the distance from the last stop on the route back to the operator’s parking location.

Response: The reference to the deadhead distance in the RFP document regarding driver pay was a suggestion that could be used for driver compensation, it wasn’t intended to alter the above definition of deadhead.

Question 19.) A strict reading of the answer to question #1 would be dependent on an operator's parking location. It would not include the distance from the operator's parking location to the first stop on the route.

Reading the answer to question 6, Active Distance and Active Time are not fully defined. In the answer to question from the bidder's meeting, Active Distance was defined to include "one school to the next".

Response: The answer given verbally at the bidders meeting to define deadhead is superseded by the written response in Addendum #2.

Question 20.) Given the definition in section 12.4 of the RFP, I interpret that the variable rates are calculated based on the time from the first student pick up on the Run to the last student drop off on the Run, and specifically excluding the following:

- 1) Any time or distance between Runs in either the AM or the PM
- 2) Any time or distance associated with Deadhead, which I believe to be the time and distance from the last stop in the AM or PM, back to the first stop on the Route by the shortest time and distance. I have this belief based on the pre-bid meeting, where Jason confirmed that Deadhead was as defined as above. As a separate but related matter, please note that the only definition of Deadhead that exists in the RFP document is set out below – which conflicts with what was mentioned in the pre-bid meeting. I trust that the next addendum will clarify this matter.

Response: The answer given verbally at the bidders meeting to define deadhead is superseded by the written response in Addendum #2.

Question 21.) In relation to Section 5.22;

To make my question clearer, I provide the following example:

- 1) AM Run #1 - 40 minutes and 30 km with students on board
- 2) AM Run #2 – 30 minutes and 20 km with students on board
- 3) Time between end of Run #1 and beginning of Run #2 – 15 minutes
- 4) Distance between the end of Run #1 and Run #2 – 10 km
- 5) Distance from last stop on AM Run #2 to first stop on AM Run #1 – 5 km
- 6) Time from last stop on AM Run #2 to first stop on AM Run #1 – 10 minutes

Based on the document as written, the variable rates would apply only to the sum of items 1 and 2 above - which is 70 minutes and 50 km - and not to the time and distance of the Route, which would be defined as the sum of items 1 to 6, which is 95 minutes and 65 km.

Response: Variable rates are applicable to any portion of the whole route over 50km and longer than 180m. The intention is not to exclude deadhead distances and time from this rate application.

Question 22.) Can you tell me how the Total Time (min) is calculated?

For example, on page 43 of the RFP 4031 (RFP Routes Route Package #1)

It states that route 100 Total Time (min) is 178 mins. However, when I add (1) Active Time (min) 149 + (2) Deadhead Time (min) 19 = 168 min vs. 178 min that's posted in the table.

Response: Please refer the updated table on the route packages.

End of Addendum #4

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
100	AM, PM	70	73.43	13.35	86.78	149	19	168
101	AM, PM	70	102.63	22.91	125.54	221	27	248
102	AM, PM	70	66.15	18.16	84.31	143	24	167
103	AM, PM	70	76.7	42.92	119.62	168	43	211
104	AM, PM	70	86.19	27.19	113.38	184	34	218
105	AM, PM	70	101.3	20.03	121.33	175	29	204
106	AM, PM	70	65.27	21.7	86.97	128	27	155
107	AM, PM	70	92.13	16.21	108.34	160	20	180
108	AM, PM	70	87.76	11.12	98.88	159	14	173
109	AM, PM	70	48.18	26.89	75.07	114	29	143
110	AM, PM	70	96.21	28.08	124.29	148	36	184
111	AM, PM	70	86.13	14.97	101.1	177	20	197
112	AM, PM	70	75.82	15.62	91.44	185	18	203
113	AM, PM	70	115.12	38.88	154	207	37	244
114	AM, PM	70	58.35	10.76	69.11	131	15	146
115	AM, PM	70	57.94	21.73	79.67	171	24	195
116	AM, PM	70	75.19	52.91	128.1	132	60	192
117	AM, PM	70	76.49	25.51	102	175	35	210
118	AM, PM	70	66.96	14.51	81.47	116	18	134
119	AM, PM	70	60.28	34.97	95.25	141	37	178
120	AM, PM	70	65.32	16.52	81.84	127	17	144
121	AM, PM	70	104.74	23.2	127.94	191	26	217
122	AM, PM	70	103.82	23.6	127.42	170	25	195
123	AM, PM	70	88.12	16.36	104.48	147	19	166
124	AM, PM	70	31.76	8.91	40.67	82	12	94
125	AM, PM	70	58.8	13.25	72.05	131	18	149
126	AM, PM	70	105.1	12.96	118.06	171	13	184
127	AM, PM	70	59.34	0.17	59.51	148	0	148
128	AM, PM	70	50.07	26.04	76.11	106	28	134
129	AM, PM	70	79.66	26.82	106.48	168	32	200
130	AM, PM	70	37.22	19.74	56.96	93	24	117
131	AM, PM	70	89.97	22.2	112.17	147	25	172
132	AM, PM	70	105.5	40.56	146.06	205	41	246
133	AM, PM	70	90.3	19.58	109.88	171	19	190
134	AM, PM	70	68.91	30.18	99.09	159	32	191
135	AM, PM	70	63.34	34.79	98.13	137	40	177
136	AM, PM	70	77.66	19.85	97.51	194	28	222
137	AM, PM	70	116.39	21.26	137.65	215	28	243
138	AM, PM	70	59.52	31.04	90.56	138	37	175
139	AM, PM	70	60.52	15.17	75.69	107	24	131
140	AM, PM	70	52.03	30.4	82.43	126	31	157
141	AM, PM	70	88.07	45.85	133.92	160	51	211
142	AM, PM	70	44.88	26.75	71.63	143	33	176
143	AM, PM	70	95.43	15.09	110.52	154	17	171
144	AM, PM	70	92.03	22.45	114.48	171	26	197
145	AM, PM	70	34.37	34.86	69.23	88	42	130
146	AM, PM	70	53.69	34.39	88.08	134	35	169

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
147	AM, PM	70	69.04	2.81	71.85	113	5	118
148	AM, PM	70	49.15	11.01	60.16	83	14	97
149	AM, PM	70	37.07	3.74	40.81	83	8	91
150	AM, PM	70	37.31	22.03	59.34	77	23	100
151	AM, PM	70	20.6	2.12	22.72	77	4	81
152	AM, PM	70	32.78	24.02	56.8	86	28	114
153	AM, PM	70	43.01	25.45	68.46	117	32	149
154	AM, PM	70	29.17	3.08	32.25	96	4	100
155	AM, PM	72	37.48	14.64	52.12	132	18	150
156	AM, PM	70	36.41	17.56	53.97	106	28	134
157	AM, PM	70	37.63	5.19	42.82	124	10	134
158	AM, PM	70	22.38	0	22.38	97	0	97
159	AM, PM	70	31.79	13.8	45.59	94	21	115
160	AM, PM		37.31	3.35	40.66	136	5	141
161	AM, PM	70	36.34	2.03	38.37	76	3	79

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
200	AM, PM	70	80.42	19.34	99.76	174	26	200
201	AM, PM	70	52.55	21.74	74.29	135	37	172
202	AM, PM	70	62.47	29.41	91.88	166	44	210
203	AM, PM	70	32.65	27.39	60.04	110	40	150
204	AM, PM	70	57.99	25.06	83.05	152	39	191
205	AM, PM	72	55.54	24.17	79.71	134	38	172
206	AM, PM	70	55.08	21.29	76.37	129	30	159
207	AM, PM	70	70.26	14	84.26	155	22	177
208	AM, PM	70	63.41	19.32	82.73	149	29	178
209	AM, PM	70	43.02	30.58	73.6	111	48	159
210	AM, PM	70	75.46	31.01	106.47	173	45	218
211	AM, PM	70	42.64	18.41	61.05	126	33	159
212	AM, PM	70	70.61	19.97	90.58	158	26	184
213	AM, PM	70	41.88	31.01	72.89	123	43	166
214	AM, PM	70	44.87	16.62	61.49	126	27	153
215	AM, PM	70	40.95	26.9	67.85	83	40	123
216	AM, PM	70	50.75	8.72	59.47	125	13	138
217	AM, PM	70	51.95	12.78	64.73	142	21	163
218	AM, PM	70	27.08	5.58	32.66	99	8	107
219	AM, PM	70	55.86	14.01	69.87	129	19	148
220	AM, PM	70	22.72	5.4	28.12	64	7	71
221	AM, PM	70	42.05	13.12	55.17	96	22	118
222	AM, PM		38.91	30.35	69.26	97	38	135
223	AM, PM	70	57.24	33.72	90.96	139	48	187
224	AM, PM	70	58.02	18.92	76.94	147	27	174
225	AM, PM	70	56.5	38.18	94.68	133	48	181
226	AM, PM	70	36.48	12.99	49.47	119	20	139
227	AM, NOON, PM	70	46.66	6.89	53.55	138	13	151
228	AM, PM	70	57.5	21.08	78.58	138	36	174
229	AM, PM	70	57.03	17.07	74.1	154	25	179
230	AM, PM	70	68.47	20.74	89.21	177	33	210
231	AM, PM	70	69.82	25.19	95.01	151	29	180
232	AM, PM	70	45.25	12.74	57.99	113	15	128
233	AM, PM	70	76.15	15.84	91.99	152	22	174
234	AM, PM	70	45.85	24.53	70.38	117	34	151
235	AM, PM	70	36.94	19.89	56.83	97	31	128
236	AM, PM	70	52.13	26.62	78.75	126	32	158
237	AM, PM	70	58.67	41	99.67	128	53	181
238	AM, PM	70	61.43	42.13	103.56	131	58	189
239	AM, PM	70	40.28	18.73	59.01	109	27	136
240	AM, PM	70	33	22.21	55.21	122	29	151
241	AM, PM	70	25.41	9.83	35.24	90	13	103
242	AM, PM	29	26.82	16.74	43.56	76	26	102
243	AM, PM	70	37.68	32.09	69.77	96	41	137

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
300	AM, PM	70	44.29	27.79	72.08	119	34	153
301	AM, PM	70	36.05	13.1	49.15	105	20	125
302	AM, PM	70	61.35	12.75	74.1	155	16	171
303	AM, PM	70	88.26	25	113.26	190	36	226
304	AM, PM	70	69.6	34.48	104.08	188	34	222
305	AM, PM	70	68.38	30.45	98.83	148	32	180
306	AM, PM	70	63.14	22.29	85.43	156	31	187
307	AM, PM	70	55.31	15.69	71	143	25	168
308	AM, PM	70	51.26	11.55	62.81	133	14	147
309	AM, PM	70	76.91	31.15	108.06	178	37	215
310	AM, PM	70	65.48	11.67	77.15	129	15	144
311	AM, PM	70	50.68	23.06	73.74	128	28	156
312	AM, PM	70	51.32	27.57	78.89	114	36	150
313	AM, PM	70	43.23	4.62	47.85	110	7	117
314	AM, PM	70	54.15	15.61	69.76	130	22	152
315	AM, PM	70	70.8	18.47	89.27	127	24	151
316	AM, PM	70	58.42	21.1	79.52	145	29	174
317	AM, PM	70	45.5	17.07	62.57	125	22	147
318	AM, PM	70	100.18	32.6	132.78	171	50	221
319	AM, PM	70	59.46	21.05	80.51	154	29	183
320	AM, PM	70	52.5	25.12	77.62	160	36	196
321	AM, PM	70	48.85	26.94	75.79	138	40	178
322	AM, PM	70	67.16	17.89	85.05	164	25	189
323	AM, PM	70	86.93	26.28	113.21	156	31	187
324	AM, PM	70	55.86	19.38	75.24	130	28	158
325	AM, PM	70	58.54	25.06	83.6	149	38	187
326	AM, PM	70	72.62	33.7	106.32	176	41	217
327	AM, PM	70	110.9	15.36	126.26	197	16	213
328	AM, PM	70	81.71	23.55	105.26	193	36	229
329	AM, PM	70	50.94	24.78	75.72	142	33	175
330	AM, PM	70	62.75	16.74	79.49	181	24	205
331	AM, PM	70	62.54	11.12	73.66	172	17	189
332	AM, PM	70	55.94	18.26	74.2	138	24	162
333	AM, PM	70	73.09	25.82	98.91	131	34	165
334	AM, PM	70	56.66	41.32	97.98	129	58	187
335	AM, PM	70	74.13	24.97	99.1	145	38	183
336	AM, PM	70	35.93	9.36	45.29	95	12	107
337	AM, PM	70	50.15	41.62	91.77	108	56	164
338	AM, PM	70	61.42	19.41	80.83	127	26	153
339	AM, PM	70	77.04	25.25	102.29	168	31	199
340	AM, PM	70	58.5	46.05	104.55	100	46	146
341	AM, PM	70	94.09	19.15	113.24	183	22	205
342	AM, PM	70	68.03	28.92	96.95	144	39	183
343	AM, PM	70	103.51	32.03	135.54	152	31	183
344	AM, PM	70	82.99	22.94	105.93	183	30	213
345	AM, PM	70	78.27	16.91	95.18	165	19	184
346	AM, PM	70	96	25.81	121.81	149	25	174

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
347	AM, PM	70	94.22	35.59	129.81	143	34	177
348	AM, PM	70	107.29	23.28	130.57	146	24	170
349	AM, PM	70	121.11	52.77	173.88	171	50	221
350	AM, PM	70	107.82	15.23	123.05	155	20	175
351	AM, PM	70	104.88	20.53	125.41	195	25	220
352	AM, PM	70	106.2	10.97	117.17	169	19	188
353	AM, PM	70	72.22	15	87.22	160	17	177
354	AM, PM	70	48.28	0	48.28	86	0	86
355	AM, PM	72	87	24.1	111.1	169	31	200
356	AM, PM	70	88.33	29.61	117.94	155	34	189
357	AM, PM	70	82.83	33.31	116.14	181	35	216
358	AM, PM	70	91.47	22.18	113.65	145	27	172
359	AM, PM	70	77.44	27.08	104.52	141	28	169
360	AM, PM	70	72.8	23.54	96.34	161	24	185
361	AM, PM	70	78.85	38.71	117.56	171	46	217
362	AM, PM	70	98.8	33.11	131.91	181	42	223
363	AM, PM	70	77.03	1.88	78.91	153	3	156
364	AM, PM	70	102.48	20.62	123.1	170	21	191
365	AM, PM	70	100.07	34.63	134.7	151	35	186
366	AM, PM	70	57.87	0	57.87	99	0	99
367	AM, PM	70	112.82	44.18	157	202	56	258
368	AM, PM	70	72.47	0	72.47	126	0	126
369	AM, PM	70	53.3	0	53.3	107	0	107
370	AM, PM	70	99.7	0	99.7	131	0	131
371	AM, PM	70	62.88	0	62.88	112	0	112
372	AM, PM	70	157.91	15.65	173.56	258	16	274
373	AM, PM	70	41.45	0	41.45	91	0	91
374	AM, PM	70	96.43	0	96.43	104	0	104
375	AM, PM	70	77.86	0	77.86	106	0	106
376	AM, PM	70	86.84	0	86.84	106	0	106
377	AM, PM	70	87.91	0	87.91	130	0	130
378	AM, PM	70	52.17	0	52.17	107	0	107
379	AM, PM	70	42.24	0	42.24	83	0	83
380	AM, PM	70	116.63	0	116.63	138	0	138
381	AM, PM	70	46.35	0	46.35	69	0	69
382	AM, PM	70	93.92	43.86	137.78	166	59	225

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
400	AM, PM	70	38.07	4.72	42.79	111	7	118
401	AM, PM	70	37.07	49.35	86.42	108	57	165
402	AM, PM	70	57.87	8.43	66.3	153	12	165
403	AM, PM	70	45.51	26.6	72.11	113	35	148
404	AM, PM	70	32.9	17.63	50.53	99	24	123
405	AM, PM	70	38.74	26.15	64.89	131	29	160
406	AM, PM	70	44.08	11.21	55.29	146	14	160
407	AM, PM	70	31.67	0	31.67	78	0	78
408	AM, PM	70	29.49	4.49	33.98	66	7	73
409	AM, PM	70	35.36	11	46.36	77	13	90
410	AM, PM	70	25.25	4.08	29.33	59	6	65
411	AM, PM	70	34.02	6.27	40.29	75	9	84
412	AM, PM	70	55.86	23.53	79.39	127	31	158
413	AM, PM	70	38.28	10.26	48.54	84	14	98
414	AM, PM	70	32.72	5.03	37.75	92	6	98
415	AM, PM	70	58.53	33.22	91.75	130	43	173
416	AM, PM	70	38.19	14.27	52.46	114	19	133
417	AM, PM	70	46.3	20.71	67.01	114	25	139
418	AM, PM	70	32.51	7.83	40.34	94	11	105
419	AM, PM	70	69.82	25.19	95.01	151	29	180
420	AM, PM	70	58.42	21.1	79.52	145	29	174
421	AM, PM	70	52.13	43.22	95.35	109	54	163
422	AM, PM	70	50.52	32.12	82.64	138	44	182
423	AM, PM	70	43.08	17.14	60.22	111	22	133
424	AM, PM	70	51.69	29.41	81.1	112	31	143
425	AM, PM	70	67.3	29.78	97.08	160	37	197
426	AM, PM	70	62.08	14.39	76.47	134	19	153
427	AM, PM	72	50.72	28.34	79.06	117	29	146
428	AM, PM	70	48.91	29.14	78.05	132	38	170
429	AM, PM	70	63.88	28.13	92.01	135	33	168
430	AM, PM	70	113.44	45.63	159.07	230	61	291
431	AM, PM	70	35.01	8.95	43.96	95	12	107
432	AM, PM	70	89.67	28.99	118.66	177	33	210
433	AM, PM	70	51.88	13.9	65.78	133	20	153
434	AM, PM	70	66.77	41.83	108.6	142	54	196
435	AM, PM	70	81.15	32.44	113.59	185	41	226
436	AM, PM	70	49.94	7.11	57.05	133	11	144
437	AM, PM	70	87.01	45.22	132.23	149	52	201
438	AM, PM	70	66.05	41.78	107.83	129	49	178
439	AM, PM	70	41.74	24.37	66.11	109	28	137
440	AM, PM	70	57.26	27.82	85.08	144	33	177
441	AM, PM	70	82.07	22.5	104.57	135	28	163
442	AM, PM	70	46.08	39.59	85.67	105	43	148
443	AM, PM	70	58.04	42.31	100.35	121	46	167
444	AM, PM	70	67.2	11.05	78.25	136	12	148

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S01	AM, PM	15	125.95	45.14	171.09	227	63	290
S02	AM, PM	15	74.72	26.84	101.56	162	27	189
S03	AM, PM	15	62.38	25.12	87.5	126	32	158
S04	AM, PM	15	39.55	15.43	54.98	132	26	158
S05	AM, PM	15	132.31	21.26	153.57	179	38	217
S06	AM, PM	15	108.13	27.13	135.26	230	36	266
S07	AM, PM	15	102.76	34.71	137.47	228	44	272
S08	AM, PM	15	116.02	19.02	135.04	277	28	305
S09	AM, PM	15	85.69	21.31	107	222	25	247
S10	AM, PM	15	54	10.05	64.05	113	15	128
S11	AM, PM	15	51.74	10.66	62.4	178	15	193
S12	AM, PM	15	46.9	11.28	58.18	211	16	227
S13	AM, PM	15	44	9.85	53.85	128	14	142
S14	AM, PM	15	94.66	21.21	115.87	203	34	237
S15	AM, PM	15	43.12	4.55	47.67	174	9	183
S16	AM, PM	15	47.23	3.26	50.49	139	5	144
S17	AM, PM	15	58.18	17.35	75.53	195	25	220
S18	AM, PM	15	91.4	33.46	124.86	185	51	236
S19	AM, PM	15	72.45	29.28	101.73	169	40	209
S20	AM, PM	15	92.75	26.27	119.02	243	38	281
S21	AM, PM	15	115.78	17.72	133.5	216	27	243
S22	AM, PM	15	86.75	32.39	119.14	184	45	229
S23	AM, PM	15	96.77	30.87	127.64	146	31	177
S24	AM, PM	15	52.06	34.31	86.37	117	46	163
S25	AM, PM	15	88.21	33.09	121.3	244	35	279
S26	AM, PM	15	66.72	7.31	74.03	177	12	189
S27	AM, PM	15	52.91	9.33	62.24	232	15	247
S28	AM, PM	15	117.3	19.54	136.84	238	30	268
S29	AM, PM	15	26.37	3.05	29.42	121	7	128
S30	AM, PM	15	22.96	8.64	31.6	96	15	111
S31	AM, PM	15	48.17	5.61	53.78	178	9	187
S32	AM, PM	15	91.76	5.37	97.13	187	7	194
S33	AM, PM	15	51.55	4.64	56.19	116	8	124
S34	AM, PM	15	50.7	9.97	60.67	131	15	146
S35	AM, PM	15	45.99	9.44	55.43	139	14	153
S36	AM, PM	15	60.39	35.91	96.3	219	41	260
S37	AM, PM	15	83.83	48.43	132.26	203	60	263
S38	AM, PM	15	25.89	7.05	32.94	81	9	90
S39	AM, PM	15	37.34	4.29	41.63	149	7	156
S40	AM, PM	15	12.85	0	12.85	73	0	73
S41	AM, PM	15	47.24	22.77	70.01	147	31	178
S42	AM, PM	15	31.61	12.86	44.47	103	13	116
S43	AM, PM	15	46	2.58	48.58	184	4	188
S44	AM	15	4.4	1.16	5.56	34	2	36
S45	AM, PM	15	86.5	42.62	129.12	115	36	151
S46	AM, PM	15	39.41	4.15	43.56	100	5	105
S47	AM, PM	15	13.11	0	13.11	57	0	57
S48	AM, PM	15	31.59	0	31.59	75	0	75
S49	AM, PM	15	30.91	9.53	40.44	71	19	90

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S50	AM	15	16.16	0	16.16	44	0	44
S51	AM, PM	15	51.22	3.95	55.17	58	5	63
S52	AM, PM	15	75.72	13.95	89.67	172	22	194
S53	AM, PM	15	41.4	10.64	52.04	141	22	163
S54	AM, PM	15	30.16	38.64	68.8	77	43	120
S55	AM, PM	15	60.52	20.58	81.1	165	30	195
S56	AM, PM	15	21.69	15.15	36.84	69	24	93
S57	AM, PM	15	47.74	8.16	55.9	158	11	169
S58	AM, PM	15	33.17	17.41	50.58	102	22	124
S59	AM, PM	15	48.1	10.69	58.79	144	16	160
S60	AM, NOON, PM	15	87.19	12.84	100.03	242	18	260
S61	AM, PM	15	36.34	0	36.34	122	0	122
S62	AM, PM	15	31.41	0	31.41	137	0	137
S63	AM, PM	15	27.49	1.32	28.81	103	4	107
S64	AM, PM	15	21.18	7.14	28.32	104	9	113
S65	AM, PM	15	47.65	10.57	58.22	147	17	164
S66	AM, PM	15	29.27	4.1	33.37	173	8	181
S67	AM, PM	15	111.86	21.98	133.84	235	18	253
S68	AM, PM	15	55.73	14.7	70.43	188	15	203
S69	AM, PM	15	13.64	0	13.64	74	0	74

Halifax Regional Centre For Education

Purchasing Division

RFP# 4031

Student Transportation Services - Busing

Addendum #3

**September 6th, 2019
11:30 A.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 1 including cover

Phone: 464-2000(ext. 2223)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

The closing date of RFP# 4031 has been extended till the 27th of September, 19, 2:00:00 p.m. (ADT).

All pending vendor queries will be addressed through Addendum# 4 which will be issued in the near future.

End of Addendum #3

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Halifax Regional Centre For Education

Purchasing Division

RFP# 4031

Student Transportation Services - Busing

Addendum #2

**August 27th, 2019
2:30 P.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 4 including cover

Phone: 464-2000(ext. 2223)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Clarifications to the Questions raised at Mandatory Proponents Meeting - 19th August 2019:

Question 1.) : What is our definition of “Deadhead” in Route Details?

Response: Deadhead distance in the RFP (and in updated spreadsheet provided here in Addendum #2), is defined as the distance from the last stop, back to the Depot or park out location.

Please note, during the bidders meeting a definition was provided that was different than this definition. This addendum supersedes any definition given verbally at the bidders meeting.

See attached updated spreadsheet with all Route Details.

Question 2.) : Are we looking for an integrated wheelchair vehicle (72) or are we looking for dedicated vehicles.

Response: Please bid dedicated.

Question 3.) : After 3h30m of routing, time is counted in 15 min increments, does it round up to 15 min as soon as it hits each threshold?

Response: Yes, every minute after a threshold rounds up to the next threshold.

Question 4.) : Will bridge costs be reimbursed?

Response: If active routing with children on board creates the need for tolls, HRCE will cover the cost of tolls.

Question 5.) : Does active distance include one school to the next?

Response: Active distance includes that distance.

Question 6.) : Responsibility for communication with students, parents, etc., we understand that that is moving to HRCE. Are there any circumstances where direct communication would be required by the operator?

Response: There will still be times when operators are required to communicate with parents and schools in certain exceptional circumstances.

Question 7.) : Under “failure to enter into a contract”, under what conditions would HRCE declare the Proponent’s Proposal Security forfeited to the HRCE?

Response: We cannot define all conditions where this option may be considered, but it is the intention of HRCE to work with Proponents to enter into contracts. In a case where the top ranked Proponent fails to follow through on the Proposal’s commitments or unreasonably delays beyond the negotiation period, the option of declaring the Proposal Security forfeited may be considered.

Question 8.) : Please define the use of Fuel Peg Price with a once annual setting of the price. Is there an option for adjustment through the year?

Response: Method in RFP uses annual peg price, no adjustment. HRCE is investigating options to allow for adjustment the peg price if extreme change in the fuel rate is observed. If a change to this approach is warranted HRCE will issue an additional addendum.

Question 9.) : How will the fuel rate be managed over the five year contract to account for inflation?

Response: The annual review of the Fuel Peg Price will allow for adjustment to account for the true cost of fuel, based on market prices.

Question 10.) : Is the bus operator allowed to park on School properties?

Response: Currently we do not allow park out on School property. This may be possible in the future if we consider at a minimum; availability for parking on site for Bus Driver’s and Bus Monitor’s personal vehicles, insurance for operators assets, and the ability to clear parking lots in winter conditions.

Question 11.) : How would the union situation be affected by the breakup of the zones.

Response: NSGEU may be managing multiple contracts. We advise all Proponents to seek legal advice prior to bidding.

Question 12.) : There is a reference to a controlled drugs and substance check. What tests are we considering?

Response: The RFP makes references to Criminal Background Checks and Vulnerable Persons Search, these checks are administrative and not meant to indicate any testing protocol for controlled drugs and substances. Any testing that an operator wants to complete would be in addition to the requirements of the RFP for Criminal Background Checks and Vulnerable Persons Search.

Question 13.) : What is the frequency of bus monitors on non-special needs routes?

Response: Frequency of monitors on large busses is rare, but does happen. Worker accommodation, special needs on regular transportation, and behavioural issues have resulted in this in the past. This would be agreed between parties prior to being implemented.

Question 14.) : RFP mentions a safety orientation for all students. Is this to be included in the base?

Response: Yes, this pricing for annual safety orientation should be included in the base cost.

Question 15.): Any guidance on the sort of incremental wage rates for the union contract?

Response: We cannot comment.

Question 16.) : Reference to making up school days in inclement weather, have we done this in the past?

Response: HRCE has done this in past to make up from excessive weather cancellations. One PD Day was scrapped. This is very rare.

Additional Vendor Questions & Clarifications:

Question 1.) Is the Letter of Surety to be included in the fee envelope?

Response: The letter of surety is to be included in the fee envelope.

Question 2.) At the Mandatory Meeting it was mentioned to assume dedicated wheelchair buses for special needs, however, on the pricing sheet for Route Packages 1 – 4 they show 54 – 72 passenger school buses with wheel chair positions. Please clarify.

Response: We expect that Route Packages 1-4 will be serviced primarily with 70-72 seat, but pricing is being requested for other assets in the case that a provider is required to pick up a new route, or if needs change over time. Similarly, we expect Route Package 5 to be serviced primarily with 15-24 seat wheelchair buses but service requirements may change over time.

Question 3.) Can you please advise of the payment terms?

Response: Net 30, payable by EFT is preferred.

Question 4.) Do you require more than one camera position or is one sufficient?

Response: The number of positions will be determined by the operator. As stated in the RFP, a minimum requirement is that each Service Fleet vehicle, including spare vehicles, must be equipped with camera technology to monitor safety and operation of the vehicle. Proposals shall outline the approach of the operator with respect to safety and operation of the vehicle.

Question 5.) Can we submit binders if they are 100% recyclable?

Response: Please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the Proposal.

Question 6.) Are kms listed round trip or one way?

Response: Distance listed in the Route Details are for the full trip, Active plus Deadhead.

Question 7.) What percentage (%) of the estimated annual amount should be reflected in the performance bond?

Response: The performance bond should indicate 50% of the estimated annual amount of the remuneration payable to the operator under any contract agreement.

End of Addendum #2

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
100	AM, PM	70	73.43	13.35	86.78	149	19	178
101	AM, PM	70	102.63	22.91	125.54	221	27	273
102	AM, PM	70	66.15	18.16	84.31	143	24	205
103	AM, PM	70	76.7	42.92	119.62	168	43	232
104	AM, PM	70	86.19	27.19	113.38	184	34	230
105	AM, PM	70	101.3	20.03	121.33	175	29	241
106	AM, PM	70	65.27	21.7	86.97	128	27	204
107	AM, PM	70	92.13	16.21	108.34	160	20	203
108	AM, PM	70	87.76	11.12	98.88	159	14	197
109	AM, PM	70	48.18	26.89	75.07	114	29	178
110	AM, PM	70	96.21	28.08	124.29	148	36	218
111	AM, PM	70	86.13	14.97	101.1	177	20	218
112	AM, PM	70	75.82	15.62	91.44	185	18	220
113	AM, PM	70	115.12	38.88	154	207	37	264
114	AM, PM	70	58.35	10.76	69.11	131	15	201
115	AM, PM	70	57.94	21.73	79.67	171	24	210
116	AM, PM	70	75.19	52.91	128.1	132	60	204
117	AM, PM	70	76.49	25.51	102	175	35	217
118	AM, PM	70	66.96	14.51	81.47	116	18	143
119	AM, PM	70	60.28	34.97	95.25	141	37	195
120	AM, PM	70	65.32	16.52	81.84	127	17	198
121	AM, PM	70	104.74	23.2	127.94	191	26	228
122	AM, PM	70	103.82	23.6	127.42	170	25	216
123	AM, PM	70	88.12	16.36	104.48	147	19	191
124	AM, PM	70	31.76	8.91	40.67	82	12	106
125	AM, PM	70	58.8	13.25	72.05	131	18	162
126	AM, PM	70	105.1	12.96	118.06	171	13	193
127	AM, PM	70	59.34	5	59.51	148	7	151
128	AM, PM	70	50.07	26.04	76.11	106	28	158
129	AM, PM	70	79.66	26.82	106.48	168	32	238
130	AM, PM	70	37.22	19.74	56.96	93	24	143
131	AM, PM	70	89.97	22.2	112.17	147	25	183
132	AM, PM	70	105.5	40.56	146.06	205	41	296
133	AM, PM	70	90.3	19.58	109.88	171	19	239
134	AM, PM	70	68.91	30.18	99.09	159	32	205
135	AM, PM	70	63.34	34.79	98.13	137	40	223
136	AM, PM	70	77.66	19.85	97.51	194	28	242
137	AM, PM	70	116.39	21.26	137.65	215	28	281
138	AM, PM	70	59.52	31.04	90.56	138	37	198
139	AM, PM	70	60.52	15.17	75.69	107	24	137
140	AM, PM	70	52.03	30.4	82.43	126	31	196
141	AM, PM	70	88.07	45.85	133.92	160	51	226
142	AM, PM	70	44.88	26.75	71.63	143	33	225
143	AM, PM	70	95.43	15.09	110.52	154	17	227
144	AM, PM	70	92.03	22.45	114.48	171	26	208
145	AM, PM	70	34.37	34.86	69.23	88	42	179
146	AM, PM	70	53.69	34.39	88.08	134	35	182
147	AM, PM	70	69.04	2.81	71.85	113	5	123

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
148	AM, PM	70	49.15	11.01	60.16	83	14	104
149	AM, PM	70	37.07	3.74	40.81	83	8	97
150	AM, PM	70	37.31	22.03	59.34	77	23	133
151	AM, PM	70	20.6	2.12	22.72	77	4	83
152	AM, PM	70	32.78	24.02	56.8	86	28	135
153	AM, PM	70	43.01	25.45	68.46	117	32	194
154	AM, PM	70	29.17	3.08	32.25	96	4	104
155	AM, PM	72	37.48	14.64	52.12	132	18	189
156	AM, PM	70	36.41	17.56	53.97	106	28	181
157	AM, PM	70	37.63	5.19	42.82	124	10	160
158	AM, PM	70	22.38	22	22.38	97	34	97
159	AM, PM	70	31.79	13.8	45.59	94	21	145
160	AM, PM		37.31	3.35	40.66	136	5	127
161	AM, PM	70	36.34	2.03	38.37	76	3	109

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
200	AM, PM	70	80.42	19.34	99.76	174	26	217
201	AM, PM	70	52.55	21.74	74.29	135	37	212
202	AM, PM	70	62.47	29.41	91.88	166	44	255
203	AM, PM	70	32.65	27.39	60.04	110	40	215
204	AM, PM	70	57.99	25.06	83.05	152	39	223
205	AM, PM	72	55.54	24.17	79.71	134	38	224
206	AM, PM	70	55.08	21.29	76.37	129	30	203
207	AM, PM	70	70.26	14	84.26	155	22	222
208	AM, PM	70	63.41	19.32	82.73	149	29	227
209	AM, PM	70	43.02	30.58	73.6	111	48	201
210	AM, PM	70	75.46	31.01	106.47	173	45	244
211	AM, PM	70	42.64	18.41	61.05	126	33	197
212	AM, PM	70	70.61	19.97	90.58	158	26	223
213	AM, PM	70	41.88	31.01	72.89	123	43	224
214	AM, PM	70	44.87	16.62	61.49	126	27	203
215	AM, PM	70	40.95	26.9	67.85	83	40	176
216	AM, PM	70	50.75	8.72	59.47	125	13	182
217	AM, PM	70	51.95	12.78	64.73	142	21	220
218	AM, PM	70	27.08	5.58	32.66	99	8	136
219	AM, PM	70	55.86	14.01	69.87	129	19	189
220	AM, PM	70	22.72	5.4	28.12	64	7	94
221	AM, PM	70	42.05	13.12	55.17	96	22	136
222	AM, PM		38.91	30.35	69.26	97	38	166
223	AM, PM	70	57.24	33.72	90.96	139	48	205
224	AM, PM	70	58.02	18.92	76.94	147	27	194
225	AM, PM	70	56.5	38.18	94.68	133	48	223
226	AM, PM	70	36.48	12.99	49.47	119	20	163
227	AM, NOON, PM	70	46.66	6.89	53.55	138	13	223
228	AM, PM	70	57.5	21.08	78.58	138	36	248
229	AM, PM	70	57.03	17.07	74.1	154	25	215
230	AM, PM	70	68.47	20.74	89.21	177	33	248
231	AM, PM	70	69.82	25.19	95.01	151	29	230
232	AM, PM	70	45.25	12.74	57.99	113	15	181
233	AM, PM	70	76.15	15.84	91.99	152	22	235
234	AM, PM	70	45.85	24.53	70.38	117	34	194
235	AM, PM	70	36.94	19.89	56.83	97	31	191
236	AM, PM	70	52.13	26.62	78.75	126	32	208
237	AM, PM	70	58.67	41	99.67	128	53	224
238	AM, PM	70	61.43	42.13	103.56	131	58	224
239	AM, PM	70	40.28	18.73	59.01	109	27	152
240	AM, PM	70	33	22.21	55.21	122	29	169
241	AM, PM	70	25.41	9.83	35.24	90	13	121
242	AM, PM	29	26.82	16.74	43.56	76	26	151
243	AM, PM	70	37.68	32.09	69.77	96	41	163

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
300	AM, PM	70	44.29	27.79	72.08	119	34	184
301	AM, PM	70	36.05	13.1	49.15	105	20	164
302	AM, PM	70	61.35	12.75	74.1	155	16	213
303	AM, PM	70	88.26	25	113.26	190	36	242
304	AM, PM	70	69.6	34.48	104.08	188	34	237
305	AM, PM	70	68.38	30.45	98.83	148	32	190
306	AM, PM	70	63.14	22.29	85.43	156	31	222
307	AM, PM	70	55.31	15.69	71	143	25	222
308	AM, PM	70	51.26	11.55	62.81	133	14	161
309	AM, PM	70	76.91	31.15	108.06	178	37	237
310	AM, PM	70	65.48	11.67	77.15	129	15	227
311	AM, PM	70	50.68	23.06	73.74	128	28	179
312	AM, PM	70	51.32	27.57	78.89	114	36	201
313	AM, PM	70	43.23	4.62	47.85	110	7	142
314	AM, PM	70	54.15	15.61	69.76	130	22	223
315	AM, PM	70	70.8	18.47	89.27	127	24	194
316	AM, PM	70	58.42	21.1	79.52	145	29	201
317	AM, PM	70	45.5	17.07	62.57	125	22	171
318	AM, PM	70	100.18	32.6	132.78	171	50	241
319	AM, PM	70	59.46	21.05	80.51	154	29	237
320	AM, PM	70	52.5	25.12	77.62	160	36	234
321	AM, PM	70	48.85	26.94	75.79	138	40	213
322	AM, PM	70	67.16	17.89	85.05	164	25	238
323	AM, PM	70	86.93	26.28	113.21	156	31	216
324	AM, PM	70	55.86	19.38	75.24	130	28	218
325	AM, PM	70	58.54	25.06	83.6	149	38	234
326	AM, PM	70	72.62	33.7	106.32	176	41	256
327	AM, PM	70	110.9	15.36	126.26	197	16	249
328	AM, PM	70	81.71	23.55	105.26	193	36	260
329	AM, PM	70	50.94	24.78	75.72	142	33	243
330	AM, PM	70	62.75	16.74	79.49	181	24	243
331	AM, PM	70	62.54	11.12	73.66	172	17	243
332	AM, PM	70	55.94	18.26	74.2	138	24	186
333	AM, PM	70	73.09	25.82	98.91	131	34	180
334	AM, PM	70	56.66	41.32	97.98	129	58	222
335	AM, PM	70	74.13	24.97	99.1	145	38	248
336	AM, PM	70	35.93	9.36	45.29	95	12	129
337	AM, PM	70	50.15	41.62	91.77	108	56	173
338	AM, PM	70	61.42	19.41	80.83	127	26	195
339	AM, PM	70	77.04	25.25	102.29	168	31	231
340	AM, PM	70	58.5	46.05	104.55	100	46	154
341	AM, PM	70	94.09	19.15	113.24	183	22	207
342	AM, PM	70	68.03	28.92	96.95	144	39	189
343	AM, PM	70	103.51	32.03	135.54	152	31	200
344	AM, PM	70	82.99	22.94	105.93	183	30	235
345	AM, PM	70	78.27	16.91	95.18	165	19	230
346	AM, PM	70	96	25.81	121.81	149	25	192
347	AM, PM	70	94.22	35.59	129.81	143	34	220

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
348	AM, PM	70	107.29	23.28	130.57	146	24	166
349	AM, PM	70	121.11	52.77	173.88	171	50	226
350	AM, PM	70	107.82	15.23	123.05	155	20	202
351	AM, PM	70	104.88	20.53	125.41	195	25	226
352	AM, PM	70	106.2	10.97	117.17	169	19	209
353	AM, PM	70	72.22	15	87.22	160	17	203
354	AM, PM	70	48.28	18	48.28	86	15	86
355	AM, PM	72	87	24.1	111.1	169	31	210
356	AM, PM	70	88.33	29.61	117.94	155	34	215
357	AM, PM	70	82.83	33.31	116.14	181	35	221
358	AM, PM	70	91.47	22.18	113.65	145	27	195
359	AM, PM	70	77.44	27.08	104.52	141	28	182
360	AM, PM	70	72.8	23.54	96.34	161	24	196
361	AM, PM	70	78.85	38.71	117.56	171	46	216
362	AM, PM	70	98.8	33.11	131.91	181	42	226
363	AM, PM	70	77.03	1.88	78.91	153	3	162
364	AM, PM	70	102.48	20.62	123.1	170	21	180
365	AM, PM	70	100.07	34.63	134.7	151	35	180
366	AM, PM	70	57.87	110	57.87	99	80	99
367	AM, PM	70	112.82	44.18	157	202	56	262
368	AM, PM	70	72.47	59	72.47	126	40	126
369	AM, PM	70	53.3	59	53.3	107	40	107
370	AM, PM	70	99.7	52	99.7	131	72	131
371	AM, PM	70	62.88	120	62.88	112	60	112
372	AM, PM	70	157.91	15.65	173.56	258	16	267
373	AM, PM	70	41.45	90	41.45	91	70	91
374	AM, PM	70	96.43	54	96.43	104	54	104
375	AM, PM	70	77.86	60	77.86	106	50	106
376	AM, PM	70	86.84	70	86.84	106	60	106
377	AM, PM	70	87.91	56	87.91	130	52	130
378	AM, PM	70	52.17	8	52.17	107	10	107
379	AM, PM	70	42.24	20	42.24	83	20	83
380	AM, PM	70	116.63	81	116.63	138	68	138
381	AM, PM	70	46.35	48	46.35	69	40	69
382	AM, PM	70	93.92	43.86	137.78	166	59	244

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
400	AM, PM	70	38.07	4.72	42.79	111	7	139
401	AM, PM	70	37.07	49.35	86.42	108	57	224
402	AM, PM	70	57.87	8.43	66.3	153	12	186
403	AM, PM	70	45.51	26.6	72.11	113	35	171
404	AM, PM	70	32.9	17.63	50.53	99	24	141
405	AM, PM	70	38.74	26.15	64.89	131	29	191
406	AM, PM	70	44.08	11.21	55.29	146	14	169
407	AM, PM	70	31.67	40	31.67	78	40	78
408	AM, PM	70	29.49	4.49	33.98	66	7	78
409	AM, PM	70	35.36	11	46.36	77	13	102
410	AM, PM	70	25.25	4.08	29.33	59	6	72
411	AM, PM	70	34.02	6.27	40.29	75	9	93
412	AM, PM	70	55.86	23.53	79.39	127	31	179
413	AM, PM	70	38.28	10.26	48.54	84	14	106
414	AM, PM	70	32.72	5.03	37.75	92	6	122
415	AM, PM	70	58.53	33.22	91.75	130	43	202
416	AM, PM	70	38.19	14.27	52.46	114	19	152
417	AM, PM	70	46.3	20.71	67.01	114	25	174
418	AM, PM	70	32.51	7.83	40.34	94	11	138
419	AM, PM	70	69.82	25.19	95.01	151	29	230
420	AM, PM	70	58.42	21.1	79.52	145	29	201
421	AM, PM	70	52.13	43.22	95.35	109	54	218
422	AM, PM	70	50.52	32.12	82.64	138	44	198
423	AM, PM	70	43.08	17.14	60.22	111	22	176
424	AM, PM	70	51.69	29.41	81.1	112	31	165
425	AM, PM	70	67.3	29.78	97.08	160	37	255
426	AM, PM	70	62.08	14.39	76.47	134	19	198
427	AM, PM	72	50.72	28.34	79.06	117	29	214
428	AM, PM	70	48.91	29.14	78.05	132	38	211
429	AM, PM	70	63.88	28.13	92.01	135	33	190
430	AM, PM	70	113.44	45.63	159.07	230	61	303
431	AM, PM	70	35.01	8.95	43.96	95	12	125
432	AM, PM	70	89.67	28.99	118.66	177	33	239
433	AM, PM	70	51.88	13.9	65.78	133	20	163
434	AM, PM	70	66.77	41.83	108.6	142	54	248
435	AM, PM	70	81.15	32.44	113.59	185	41	266
436	AM, PM	70	49.94	7.11	57.05	133	11	159
437	AM, PM	70	87.01	45.22	132.23	149	52	243
438	AM, PM	70	66.05	41.78	107.83	129	49	231
439	AM, PM	70	41.74	24.37	66.11	109	28	170
440	AM, PM	70	57.26	27.82	85.08	144	33	219
441	AM, PM	70	82.07	22.5	104.57	135	28	174
442	AM, PM	70	46.08	39.59	85.67	105	43	158
443	AM, PM	70	58.04	42.31	100.35	121	46	193
444	AM, PM	70	67.2	11.05	78.25	136	12	200

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S01	AM, PM	15	125.95	45.14	171.09	227	63	242
S02	AM, PM	15	74.72	26.84	101.56	162	27	168
S03	AM, PM	15	62.38	25.12	87.5	126	32	178
S04	AM, PM	15	39.55	15.43	54.98	132	26	203
S05	AM, PM	15	132.31	21.26	153.57	179	38	272
S06	AM, PM	15	108.13	27.13	135.26	230	36	293
S07	AM, PM	15	102.76	34.71	137.47	228	44	291
S08	AM, PM	15	116.02	19.02	135.04	277	28	267
S09	AM, PM	15	85.69	21.31	107	222	25	249
S10	AM, PM	15	54	10.05	64.05	113	15	117
S11	AM, PM	15	51.74	10.66	62.4	178	15	162
S12	AM, PM	15	46.9	11.28	58.18	211	16	196
S13	AM, PM	15	44	9.85	53.85	128	14	176
S14	AM, PM	15	94.66	21.21	115.87	203	34	256
S15	AM, PM	15	43.12	4.55	47.67	174	9	180
S16	AM, PM	15	47.23	3.26	50.49	139	5	139
S17	AM, PM	15	58.18	17.35	75.53	195	25	264
S18	AM, PM	15	91.4	33.46	124.86	185	51	206
S19	AM, PM	15	72.45	29.28	101.73	169	40	218
S20	AM, PM	15	92.75	26.27	119.02	243	38	287
S21	AM, PM	15	115.78	17.72	133.5	216	27	232
S22	AM, PM	15	86.75	32.39	119.14	184	45	237
S23	AM, PM	15	96.77	30.87	127.64	146	31	214
S24	AM, PM	15	52.06	34.31	86.37	117	46	193
S25	AM, PM	15	88.21	33.09	121.3	244	35	282
S26	AM, PM	15	66.72	7.31	74.03	177	12	183
S27	AM, PM	15	52.91	9.33	62.24	232	15	250
S28	AM, PM	15	117.3	19.54	136.84	238	30	282
S29	AM, PM	15	26.37	3.05	29.42	121	7	129
S30	AM, PM	15	22.96	8.64	31.6	96	15	113
S31	AM, PM	15	48.17	5.61	53.78	178	9	158
S32	AM, PM	15	91.76	5.37	97.13	187	7	212
S33	AM, PM	15	51.55	4.64	56.19	116	8	113
S34	AM, PM	15	50.7	9.97	60.67	131	15	114
S35	AM, PM	15	45.99	9.44	55.43	139	14	164
S36	AM, PM	15	60.39	35.91	96.3	219	41	262
S37	AM, PM	15	83.83	48.43	132.26	203	60	245
S38	AM, PM	15	25.89	7.05	32.94	81	9	94
S39	AM, PM	15	37.34	4.29	41.63	149	7	155
S40	AM, PM	15	12.85	18	12.85	73	26	73
S41	AM, PM	15	47.24	22.77	70.01	147	31	189
S42	AM, PM	15	31.61	12.86	44.47	103	13	125
S43	AM, PM	15	46	2.58	48.58	184	4	212
S44	AM	15	4.4	1.16	5.56	34	2	41
S45	AM, PM	15	86.5	42.62	129.12	115	36	173
S46	AM, PM	15	39.41	4.15	43.56	100	5	116
S47	AM, PM	15	13.11	20	13.11	57	30	57
S48	AM, PM	15	31.59	28	31.59	75	44	75
S49	AM, PM	15	30.91	9.53	40.44	71	19	129
S50	AM	15	16.16	22	16.16	44	34	44

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S51	AM, PM	15	51.22	3.95	55.17	58	5	84
S52	AM, PM	15	75.72	13.95	89.67	172	22	211
S53	AM, PM	15	41.4	10.64	52.04	141	22	130
S54	AM, PM	15	30.16	38.64	68.8	77	43	139
S55	AM, PM	15	60.52	20.58	81.1	165	30	180
S56	AM, PM	15	21.69	15.15	36.84	69	24	129
S57	AM, PM	15	47.74	8.16	55.9	158	11	182
S58	AM, PM	15	33.17	17.41	50.58	102	22	112
S59	AM, PM	15	48.1	10.69	58.79	144	16	127
S60	AM, NOON, PM	15	87.19	12.84	100.03	242	18	256
S61	AM, PM	15	36.34	30	36.34	122	20	122
S62	AM, PM	15	31.41	22	31.41	137	26	137
S63	AM, PM	15	27.49	1.32	28.81	103	4	111
S64	AM, PM	15	21.18	7.14	28.32	104	9	97
S65	AM, PM	15	47.65	10.57	58.22	147	17	192
S66	AM, PM	15	29.27	4.1	33.37	173	8	164
S67	AM, PM	15	111.86	21.98	133.84	235	18	276
S68	AM, PM	15	55.73	14.7	70.43	188	15	240
S69	AM, PM	15	13.64	22	13.64	74	40	74

Halifax Regional Centre For Education

Purchasing Division

RFP# 4031

Student Transportation Services - Busing

Addendum #1

**August 14th, 2019
12:30 P.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 2 including cover

Phone: 464-2000(ext. 2223)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents as follows:

Clarifications:

Question 1.)

Regarding Appendix B - Section B.2; please clarify the following;

Is HRCE mandating that the proponents voluntarily assume the existing NSGEU collective agreement with Stock Transportation or, alternatively, are the proponents' free to make their own arrangements for the provision of labour whether or not it is under a collective agreement?

B.2 Union Consideration

Currently, transportation services being provided to the HRCE are being provided within a Union environment. Proponents are asked to be familiar with the existing NSGEU agreement and prepare service cost proposals based on labour costs that reflect all aspects of the current Collective Agreement. Further, Proponents should consider inflationary costs beyond the life of the current Collective Agreement in expectation of new agreements.

Answer 1.)

Costing should reflect the rates and benefits described in the existing NSGEU collective agreement. The HRCE is not mandating that proponents assume the existing NSGEU collective agreement but it is expected that proponents/vendors to provide service with unionized bus drivers as that been the common practice here in Halifax and the HRCE is not looking to change that through this RFP.

Question 2.)

Will HRCE make the route package details (Appendix D – Route Details) available in excel format to proponents?

Answer 2.)

Attached as requested in the email

End of Addendum #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

REQUEST FOR PROPOSALS FOR

**Student Transportation Services - Busing
for the Halifax Regional Centre for Education**

Request for Proposal Number: **4031**



Halifax
Regional Centre for Education

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the **Halifax Regional Centre for Education (“HRCE”)** to prospective Proponents to submit Proposals for the provision of **Student Transportation Services - Busing** as further described in the RFP Particulars (Appendix C) (the “Services”). This RFP is being conducted pursuant to the HRCE Purchasing Policy (E001), available at <http://www.hrce.ca>.

Through this Request for Proposals (RFP #4031), HRCE is seeking Proposals from qualified organizations for the provision of Student Transportation Services - Busing, for a five (5) year term beginning in September 2020 and ending in 2025 with an option to renew for one (1) additional two (2) year term. Renewal will be at the discretion of the HRCE.

The RFP is seeking a service provider (or providers) to deliver students safely and on time to school. The service provider(s) will supply, maintain and drive buses starting in September 2020. The RFP has been designed to allow vendors to bid on all or parts of our region. The HRCE is interested in working with Proponents who will work in conjunction with HRCE to provide exceptional service to all its stakeholders.

To meet the student transportation needs of the HRCE, a comprehensive management, routing and support system is being built within the Operations Services department. This RFP will outline what responsibilities for the management of student transportation will be held at HRCE, and what responsibilities and duties are being requested of the operator.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Don Walpola, Buyer
Tel: (902) 464-2000 ext.2223
dwalpola@hrce.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the HRCE, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of Proponents and the rejection of Proponents’ Proposals.

1.3 Type of Contract for Services

Successful Proponents will be requested to enter into direct contract negotiations to finalize Contract Agreements with the HRCE for the provision of Services. The terms and conditions found in the Draft Form of Agreement (Appendix F) are to form the basis for commencing negotiations between the HRCE and Successful Proponents. The final Contract Agreements will be substantially in the form of Appendix F, subject to negotiation within the framework of this RFP.

1.4 RFP Timetable

Issue Date of RFP	7/29/2019
Mandatory Proponents Meeting	8/19/2019 @ 2:00 P.M. ATL
Deadline for Questions	8/30/2019
Deadline for Issuing Addenda	9/6/2019
Closing Date and Time	9/20/2019 @ 2:00 P.M. ATL
Rectification Period	7 calendar days
Anticipated Ranking of Proponents	10/18/2019
Contract Negotiation Period	60 calendar days
Anticipated Execution of Agreements	12/17/2019

The RFP timetable may be changed by HRCE at any time.

1.5 Mandatory Proponents Meeting

A mandatory Proponents Meeting will be held at the HRCE Central Office (33 Spectacle Lake Drive, Dartmouth, NS) on August 19, 2019 at 2:00 P.M. ATL.

A mandatory proponent briefing will be provided to prospective proponents to ensure all parties are aware of the details and services expected of them.

The proponent (or proponent's representative with a letter of authorization from the proponent) must be in attendance for the entire duration of the proponents briefing, late arrival and early departures will not be allowed and will result in ineligibility to bid. A sign-in sheet will require mandatory sign in and will be provided at the commencement of proponent briefing. Once the proponent briefing has officially started, as noted by the onsite HRCE lead, attendees will not be allowed to sign-in. The HRCE lead will indicate when the proponent briefing has officially ended; any early departure will be noted on the sign-in sheet.

Proposals will only be accepted from proponents who had a company representative(s) attend in person the proponent briefing. Proponent who do not attend the mandatory briefing will be precluded from submitting a proposal. Teleconferencing option will not be available.

Proponents who do not attend the site meeting will be precluded from submitting a proposal.

1.6 Submission of Proposals

a. Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, Nova Scotia
B3B 1X7

Ensure the external envelope (package) is marked with the RFP number and Proponents' contact information.

b. Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Closing Date as indicated in Section 1.4. Proposals submitted after the Closing Date will be rejected. The HRCE's time clock will be deemed to be correct.

c. Proposals to be submitted in Prescribed Format

In a sealed envelope (package), Proponents should submit their Proposal containing the following:

1. Include five (5) hard copies (one (1) original and four (4) copies) of the Technical Submission and one (1) electronic copy of the Technical Submission saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated.

Technical Submissions should be prominently marked as "Technical Submission" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponents. The file name on the electronic copy for the Technical Submission should include an abbreviated form of the Proponents' name and RFP number.

Technical Submissions should be comprised of: a) completed Submission Form (Appendix A), b) response to RFP Particulars (Appendix C), and any other mandatory submission requirements, as applicable. Financial information is not to be included in the Technical Submission. Label the USB flash drive with the Proponents' name and RFP number.

2. **In a sealed envelope which should be included in the sealed package**, include five (5) hard copies (one (1) original and four (4) copies) of the Fee Submission (completed response to Appendix B – Submission Pricing Form) and one (1) electronic copy of the Fee Submission saved as a PDF or Microsoft Excel on a USB flash drive.

Fee Submission envelopes (packages) should be prominently marked as "Fee Submission" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponents. The file name on the electronic copy for the Fee Submission should include an abbreviated form of the Proponents' name and RFP number. Label the USB flash drive with the Proponents' name and RFP number.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the Proposal. Similarly, unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their Proposal.

The HRCE will not accept Proposals submitted by facsimile transfer, email, or any other electronic means.

d. **Amendment of Proposals Prior to Closing Date**

Proponents may amend their Proposal prior to the Closing Date by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponents' to the location set out above in Section 1.6.a. Any amendment must clearly indicate which part of the Proposal the amendment is intended to amend or replace. Any amendments received after the Closing Date will not be accepted. Amendments must be signed by the person who signed the original Proposal, or a person authorized to sign on their behalf.

e. **Withdrawal of Proposals**

At any time throughout the RFP process until the execution of written Contract Agreements for provision of Services, Proponents may withdraw a submitted Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP Contact as set out in Section 1.2, and must be signed by an authorized representative of the Proponents. The HRCE is under no obligation to return withdrawn Proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

The HRCE will conduct the evaluation of Proposals and negotiations in the following five stages:

Stage I:	Mandatory Submission Requirements
Stage II:	Evaluation
Stage III:	Interviews
Stage IV:	Pricing
Stage V:	Ranking and Contract Negotiations

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Proposals comply with all of the mandatory submission requirements.

If a Proposal fails to satisfy all of the mandatory submission requirements, the HRCE will issue Proponents a rectification notice identifying the deficiencies and provide Proponents an opportunity to rectify the deficiencies. If Proponents fail to satisfy the mandatory submission requirements within the Rectification Period, their Proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that the HRCE issues a rectification notice to Proponents.

The mandatory submission requirements are as follows:

2.1.1 Submission Form (Appendix A)

Each Proposal must include a Submission Form completed and signed by an authorized representative of Proponents as part of their Technical Proposal. Proponent must include all pages of Appendix B - Submission Form to be considered compliant.

2.1.2 Submission Pricing Form (Appendix B)

Each Proposal must include a Submission Pricing Form completed according to the instructions contained in the form as part of their Fee Submission.

2.1.3 Other Mandatory Submission Requirements

a. Proposal Security

1. A bid bond must accompany each Proposal in the minimum amount of five (5) percent of the proposed total annual Contract Agreements cost set forth in the Proposal.
2. The bid bond shall accompany each Proposal and shall be placed in the sealed Fee Submission package.
3. Upon the execution of Contract Agreements by Successful Proponents the bid bond submitted by Proponents will be returned without interest.
4. The bid bond of some unsuccessful Proponents may be released prior to the execution of Contract Agreements at the discretion of the HRCE.

b. Letter of Surety

The HRCE requires a letter of surety guaranteeing that if successful, Proponents will provide a Performance Bond for the estimated annual amount of the remuneration payable to the operator under any Contract Agreement.

2.2 Stage II – Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation process.

During Stage II, the HRCE will perform a comparative evaluation of all Proposals received through an Evaluation Committee comprised of representatives of the HRCE and the Department of Education and Early Childhood Development (EECD). All decisions with respect to Proposal reviews, evaluations and recommendations to the HRCE are the responsibility of the Evaluation Committee.

Stage II will consist of the following two sub-stages:

2.2.1 Mandatory Technical Requirements

The Evaluation Committee will review the Proposals to determine whether the mandatory technical requirements as set out in Section C.3 of the RFP Particulars (Appendix C) have been met. Questions or queries on the part of the Evaluation Committee as to whether a Proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.4.4. If Proponents fail to satisfy the mandatory technical requirements, their Proposal will be excluded from further consideration.

2.2.2 Rated Criteria

The Evaluation Committee will evaluate each compliant Proposal on the basis of the rated criteria as set out in Section C.4 of the RFP Particulars (Appendix C).

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category (including the Subtotal A line) will not proceed further in the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
C.4.1 Corporate Profile and Service Administration	5 points	N/A
C.4.2 Implementation Plan	20 points	14 points
C.4.3 Managers Service Experience	10 points	N/A
C.4.4 Communications / Client Service	10 points	N/A
C.4.5 Bus Driver and Bus Monitor Staffing	15 points	N/A
C.4.6 Safety / Training	15 points	N/A
C.4.7 Fleet Maintenance and Management Program	15 points	N/A
Subtotal A	90 points	63 points
C.4.8 Proponent Interviews	15 points	N/A
C.4.9 References	15 points	N/A
B.3 Pricing	30 points	N/A
Total Points	150 points	N/A

All scores will be rounded to the second decimal point.

2.3 Stage III – Proponent Interviews and References

Stage III will consist of Proponent interviews and reference checks. In order for a Proposal to advance to Stage III, a Proposal must:

1. be deemed by the HRCE to be compliant; and
2. have achieved the required minimum threshold of 63 points for Subtotal A.

Proponent interviews and references will permit the Evaluation Committee to validate that the proposed solution is fully compliant with all of the RFP mandatory technical requirements, and rate any aspect of the Proponent’s proposed solution.

Proponents will be scored in accordance with the rated criteria. Proponent interviews and references may also be used to adjust scores attributed during the evaluation of the technical response. Proponents shall not be permitted to present new information or adjust Proposal content during the proponent interviews and references.

All costs associated with the Proponent interviews and references, will be at the expense of the Proponent.

2.4 Stage IV – Pricing

Stage IV will consist of a scoring of the submitted pricing of compliant Proposals in accordance with the price evaluation method set out in the Submission Pricing Form (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed, and only for those Proposals that have met all minimum threshold scores.

2.5 Stage V – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage IV, all scores from Stage I, Stage II and Stage III will be added together, and Proponents will be ranked for each route package based on its total score. Proponents are asked to provide their preferential ranking of the five (5) route packages in submission of their Submission Pricing Form (Appendix B).

2.5.2 Route Package Award Limitations

The maximum permissible number of route packages that can be under the control, whether directly or indirectly, of a single operator shall not exceed two (2) Route Packages. If the HRCE experiences one or more of the following circumstances, the HRCE has the right to exceed the Route Package limitations:

- a. Increase in eligible students' due to enrolment or policy change;
- b. Service issues causing reallocation of Routes;
- c. Mutual termination of any contract; or
- d. There are no other qualified, available alternative service providers.

If these limitations prohibit the top-ranked Proponent for any Route Package from entering into direct Contract Agreement negotiation, the HRCE may invite the second ranked Proponent for the same Route Package to enter into direct contract negotiations, and so on until all Route Packages have been awarded.

2.5.3 Consecutive Negotiations Process

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into Contract Agreements on the part of the HRCE or Proponents and there will be no legally binding relationship created with any Proponents prior to the execution of written Contract Agreements. The terms and conditions found in the Form of Agreement (Appendix F) are to form the basis for commencing negotiations between the HRCE and the Successful Proponents. Negotiations may include requests by the HRCE for supplementary information from Proponents to verify, clarify or supplement the information provided in its Proposal or to confirm the conclusions reached in the evaluation, and may include requests by the HRCE for improved pricing or performance terms from Proponents. Successful Proponents will be required to present any requested changes to Contract Agreements upon commencement of the Consecutive Negotiations Process.

2.5.4 Time Period for Negotiations

The HRCE intends to conclude negotiations and finalize Contract Agreements with the top-ranked Proponents during the Contract Negotiation Period, commencing from the date the HRCE invites the top-ranked Proponents to enter negotiations. Proponents invited to enter into direct contract negotiations should therefore be prepared to provide requested information in three (3) Business Days and to conduct its negotiations expeditiously. Requested changes are to be identified during the Consecutive Negotiations Process (Section 2.5.2.) The HRCE is not obligated to entertain further changes following the conclusion of this phase.

2.5.5 Failure to Enter into Contract Agreements

If the top-ranked Proponent and the HRCE cannot conclude negotiations and finalize a Contract Agreement for the Services within the Contract Negotiation Period, the HRCE may, upon notice, discontinue negotiations with the top-ranked Proponent and may invite the second ranked Proponent to enter into negotiations. Additionally, the HRCE may declare the Proponent's Proposal Security forfeited to the HRCE. This process shall continue until Contract Agreements are finalized, until there are no more Proponents remaining that are eligible for negotiations or until the HRCE elects to cancel the RFP process.

2.5.6 Notification to Other Proponents

Upon finalization of Contract Agreements with the HRCE, Proponents shall thereafter be known as the Successful Proponents for the Route Packages.

Once Contract Agreements are finalized and executed by the HRCE with Proponents, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their Proposal in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a Proposal should reference the applicable section numbers of this RFP.

3.1.2 Language

All Proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the Proposal, the English version of the Proposal shall prevail.

3.1.3 No Incorporation by Reference

The entire content of the Proponents' Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponents' Proposal but not attached will not be considered to form part of their Proposal.

3.1.4 References and Past Performance

In the evaluation process, the HRCE may include information provided by the Proponents' references and may also consider the Proponents' past performance or conduct on previous contracts with the HRCE.

3.1.5 Information in RFP Only an Estimate

The HRCE makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP Contact, or issued by way of addenda. Any quantities shown or Data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Services. It is the Proponents' responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

Proponents shall bear all costs associated with or incurred in the preparation and presentation of their Proposal, including, if applicable, costs incurred for interviews or presentations.

3.1.7 Proposals to be Retained by the HRCE

The HRCE will not return the Proposals or any accompanying documentation submitted by Proponents.

3.1.8 Third Party Assistance with Evaluation

The HRCE reserves the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment by the HRCE of any one or more of these advisors/consultants will be at the HRCE's sole and absolute discretion. The HRCE may use any such advisors/consultants in any way it, in its discretion, considers necessary.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract Agreements

The HRCE makes no guarantee of the value or volume of work to be assigned to the Successful Proponents. Contract Agreements to be negotiated with the selected Proponents will not be an exclusive contract for the provision of the described Services. The HRCE may contract with others for goods and services the same as, or similar, to the Services or may obtain such goods and services from resources within the HRCE.

3.2 Definitions

Business Day

A day on which the HRCE conducts business. In exceptional circumstances (e.g. make-up snow days) these may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

Data

All information in any medium concerning schools, students, routes, runs and schedules obtained by an operator in the course of providing the Services.

Evaluation Committee

The committee tasked with evaluating all Proposals and making a recommendation(s) regarding award of Contract Agreements.

Home to School Service

School bus service provided to meet the requirements of the HRCE Student Transportation policy and refers to pick up of students at designated bus stop locations and conveyance to school for regular school days. This also includes pick up at school at dismissal and conveyance to designated bus stop locations.

HRCE

Refers to the Halifax Regional Centre for Education and where applicable any person acting under the authority of the Halifax Regional Centre for Education.

Proponents

A company or a consortium of companies that submits a Proposal in response to this RFP and is registered to do business in Nova Scotia. For greater clarity, any Proponents responding as a consortium of companies shall do so as a single incorporated entity.

Proposal

A proposal submitted in response to this RFP #4031.

Regular and Special Needs Transportation

The transportation of students who are designated by the HRCE through the Student Transportation policy to be transported to and from school.

School Year

School Year means that period of time commencing on August 1 of any year and ending on July 31 of the next year.

Service Area

The geographic region of the Halifax Regional Municipality.

Services

The Services to be provided by an operator to the HRCE under Contract Agreements, as defined therein.

Successful Proponents

Any Proponents that has their Proposal selected as a successful Proposal under this RFP #4031.

3.3 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of Proponents' business registration does not preclude the submission of a Proposal in response to this RFP. A Proposal can be accepted for evaluation, regardless of (a) whether the company is registered, or (b) whether its business registration is in good standing. However, Contract Agreements cannot be awarded unless the Successful Proponents are registered and in good standing, in accordance with applicable laws.

If the Proponents' business is not required to register in Nova Scotia, Proponents will be required to submit registration from their applicable jurisdiction.

3.4 Communication after Issuance of RFP

3.4.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- a. report any errors, omissions, or ambiguities; and
- b. direct questions or seek additional information

in writing by email to the RFP Contact, as set out in Section 1.2, on or before the Deadline for Questions. The HRCE is not obligated to respond to questions or comments received

after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. The HRCE is under no obligation to provide additional information, and the HRCE will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of Proponents to seek clarification from the RFP Contact on any matter they consider to be unclear. The HRCE will not be responsible for any misunderstanding on the part of the Proponents concerning this RFP or its process.

3.4.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the HRCE, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the HRCE.

3.4.3 Post-Deadline Addenda and Extension of Submission Deadline

If the HRCE determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the HRCE may extend the Closing Date for a reasonable period of time.

3.4.4 Verify and Clarify

During the evaluation process, the HRCE may request further information from the Proponents or third parties in order to verify or clarify the information provided in the Proponents' Proposal, including but not limited to clarification with respect to whether a Proposal meets the mandatory technical requirements set out in Section C.3 of the RFP Particulars (Appendix C). The HRCE may revisit and re-evaluate the Proponents' response or ranking on the basis of any such information.

3.5 Notification and Debriefing

3.5.1 Notification of Outcome of Procurement Process

Once Contract Agreements are executed by the HRCE with Proponents, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.5.2 Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFP Contact and must be made within sixty (60) calendar days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid Proponents in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5.3 Supplier Complaint Procedure

If Proponents wish to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within sixty (60) calendar days of posting of the

outcome of the process on the Nova Scotia Procurement Web Portal, and the HRCE will respond in accordance with its own policies and procedures.

3.6 Conflict of Interest and Prohibited Conduct

3.6.1 Conflict of Interest

The HRCE may disqualify Proponents for any conduct, situation or circumstance, determined by the HRCE, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this section, “Conflict of Interest” has the meaning ascribed to it in the Submission Form (Appendix A).

3.6.2 Disqualification for Prohibited Conduct

The HRCE may disqualify Proponents, rescind an invitation to negotiate or terminate Contract Agreements entered into if the HRCE, in its sole and absolute discretion, determines that Proponents have engaged in any conduct prohibited by this RFP.

3.6.3 Prohibited Proponents Communications

Proponents shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.6.4 Proponents not to Communicate with Media

Proponents may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any Contract Agreements entered into pursuant to this RFP without consent of the HRCE, and then only in coordination with the HRCE.

3.6.5 No Lobbying

Proponents shall not, in relation to this RFP 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 Proponents.

3.6.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the HRCE; submitting proposals 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 RFP.

3.6.7 Rejection of Bids

The HRCE may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- a. illegal or unethical conduct as described above;
- b. the refusal of the Proponent to honour its submitted pricing or other commitments;
- c. any conduct, situation or circumstance determined by the HRCE, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;

- d. bankruptcy or insolvency;
- e. false declarations;
- f. final judgements in respect of serious crimes or other serious offences; or
- g. the HRCE's past experience with Proponents within the last eighteen (18) months for similar or related services.

3.7 Confidential Information

3.7.1 Confidential Information of the HRCE

All information provided by or obtained from the HRCE in any form in connection with this RFP either before or after the issuance of this RFP:

- a. is the sole property of the HRCE and must be treated as confidential;
- b. is not to be used for any purpose other than replying to this RFP and the performance of the Contract Agreements for the Services;
- c. must not be disclosed without prior written authorization from the HRCE; and
- d. must be returned by Proponents to the HRCE immediately upon request of the HRCE.

3.7.2 Confidential Information of Proponents

Proponents should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the HRCE. The confidentiality of such information will be maintained by the HRCE, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the HRCE to advise or assist with the RFP process, including the evaluation of Proposals.

3.7.3 Freedom of Information and Protection of Privacy Act

As a public body, the HRCE is subject to provincial legislation including the *Freedom of Information and Protection of Privacy Act* ("FOIPOP"). Proposals, bid submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, the HRCE is subject to the disclosure and protection of information in accordance with the legislation. Proponents are recommended to visit the following websites for more information on FOIPOP:

<https://novascotia.ca/just/IAP/> and <https://oipc.novascotia.ca/>

3.7.4 Personal Information International Disclosure Protection Act

The *Personal Information International Disclosure Protection Act* (PIIDPA), creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in Contract Agreement terms. A copy of the Act is available online at:

<https://nslegislature.ca/sites/default/files/legc/statutes/persinfo.htm>

3.8 Procurement Process Non-binding

3.8.1 No Contract A and No Claims

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall 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.

3.8.2 No Contracts until Execution of Written Contract Agreements

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential Contract Agreements for Services. No legal relationship or obligation regarding the procurement of any good or service shall be created between Proponents and the HRCE by this RFP process until the successful negotiation and execution of written Contract Agreements between Proponents and the HRCE for the acquisition of such goods and / or services.

3.8.3 Non-binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the execution of written Contract Agreements, such information will be assessed during the evaluation of the Proposals and the ranking of Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the HRCE to enter into Contract Agreements with Proponents for Services.

3.8.4 Cancellation

The HRCE may cancel the RFP process without liability at any time prior to the execution of written Contract Agreements between the HRCE and Proponents.

3.9 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- a. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive and shall 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 Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – SUBMISSION FORM

A.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province / State:	
Postal Code / Zip Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST / GST or NSRJST number):	

A.2 Acknowledgment of Non-binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between the HRCE and the Proponent unless and until the HRCE and the Proponent execute a written Contract Agreement for Services.

A.3 Ability to Provide Services

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Services (including detail in Appendix C and Appendix F). The Proponent represents and warrants its ability to provide the Services in accordance with the requirements of the RFP for the rates set out in the completed Submission Pricing Form (Appendix B).

A.4 Non-binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the Submission Pricing Form (Appendix B). The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information,

including withdrawn or altered pricing, could adversely impact the acceptance of its Proposal or its eligibility for future work with the HRCE.

A.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the HRCE.

A.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

A.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- a. in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the HRCE in the preparation of its Proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; and/or
- b. in relation to the performance of its contractual obligations under the Contract Agreements for Services, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

The Proponent should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the Proposal; and were employees of the HRCE within twelve (12) months prior to the Closing Date.

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

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

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

If the Proponent declares an actual or perceived Conflict of Interest by marking the check box above, the Proponent must set out below details of the actual or potential Conflict of Interest (attach additional pages if required):

A.8 Disclosure of Information

The Proponent hereby agrees that any information provided in this Proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this Proposal by the HRCE to the advisers retained by the HRCE to advise or assist with the RFP process, including with respect to the evaluation of this Proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX B – SUBMISSION PRICING FORM

B.1 Instructions on How to Complete Submission Pricing Form

- a. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- b. Rates quoted by Proponents shall be all-inclusive and shall include the detail described herewith in Appendix B as well as any additional labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- c. Rates shall be provided for each of the five (5) years of the contract, for each type of school bus, for each Route Package.
- d. Table 6 asks Proponents to identify their preference for Route Packages. Proponents are to identify their top preference for Route Package awards with a “1” and then sequentially rank down to “5” for their lowest preference Route Package. This information will be used to ensure that highest scoring Proponents will be offered an opportunity to enter negotiations for their top preferred Route Packages.
- e. Details on routes comprising each Route Package are included in Appendix D.

B.2 Union Consideration

Currently, transportation services being provided to the HRCE are being provided within a Union environment. Proponents are asked to be familiar with the existing NSGEU agreement and prepare service cost proposals based on labour costs that reflect all aspects of the current Collective Agreement. Further, Proponents should consider inflationary costs beyond the life of the current Collective Agreement in expectation of new agreements.

B.3 Evaluation of Pricing

Pricing is worth thirty (30) points of the total score for each Route Package.

A total annual cost per Route Package will be determined using the information on the Submission Pricing Form (Tables 1 – 5) and based on the details provided on current routes in Appendix D. To determine total annual cost, 187 school days will be assumed as a baseline. Monitor Rates will be included in determining the total annual cost. Wait time rates and Extra/Co-Curricular rates will not be used in determining the total annual cost for evaluation of Pricing.

Scoring of pricing will use the total annual cost per Route Package and will be based on a relative pricing formula. Proponents will receive a percentage of the total possible points allocated to price for each Route Package it has bid on, which will be calculated by dividing that Proponent’s total annual cost for that Route Package into the lowest total annual cost bid for that Route Package.

For example, if a Proponent’s total annual cost for a particular Route Package is \$120.00 and that is the lowest total annual cost for that Route Package, that Proponent receives 100% of the possible points for that Route Package ($120/120 = 100\%$). A Proponent whose total annual cost is \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent whose total annual cost is \$240.00

receives 50% of the possible points for that category ($120/240 = 50\%$), and so on, for each Proposal, for each Route Package.

B.4 Pricing Instructions / Rate Definitions

Proponents must provide rates for daily busing for each Route Package. This will comprise of a Base Rate, which will cover the costs of the vehicle, and a series of Variable Rates based on the duration and distance of routes, and the price of fuel. Rates will be provided for each type of vehicle.

Additionally, flat rates for a variety of additional services are to be provided.

a. Base Rate

The Base Rate for each vehicle is the cost to service a route with one (1) vehicle for one (1) day (include the A.M. and P.M. routes). The cost equates to the cost of the vehicle less disposal value amortized over the agreed lifespan of the vehicle. It includes, at a minimum:

- Bus purchase price;
- Peripherals;
- Licensing;
- Regular and spare bus drivers;
- Training;
- Insurance;
- Maintenance;
- Parking facilities;
- General administration;
- Daily bus driver wages;
- Operator profit; and
- Start-up trial runs prior to operating.

The Base Rate proposed by Proponents shall include up to one hundred and eighty (180) minutes of routed time, fifty (50) kilometers of routed distance, and the fixed costs to operate the vehicle each day.

b. Variable Rates

The Variable Rates are intended to provide certainty to the operator when route adjustments are made. They are intended to compensate the operator for distance and time above the distance and time included in the Base Rate, and to compensate for changes in fuel pricing.

1. Extra Time Rate – Proponents shall propose an Extra Time Rate that will be applied to routes where daily total run time exceeds one hundred and eighty (180) minutes. Extra Time Rates shall be provided as dollars / hour. This rate will be applied in fifteen (15) minute increments.
2. Distance Rate – the Distance Rate will be applied to routes where the total run distance of A.M. and P.M. routes combined exceeds fifty (50) kilometers. The Distance Rate shall be provided as dollars / kilometer. This rate will be applied on each kilometer, rounded up to the nearest kilometer.

3. Fuel Rate – the Fuel Rate (litres/kilometers) used in calculating costs of fuel, will be multiplied by the Peg Price of fuel (set annually on July 1 by the HRCE based on the price per litre of Diesel fuel on that date), and the daily total run distance. This rate will be applied for each kilometer, rounded up to the nearest kilometer.

Proponents are to propose a Base Rate and Variable Rates for each of the first five (5) years of the Contract Agreement. Proponents may propose a different Base Rate and Variable Rate for each vehicle size for each Route Package.

c. Bus Monitor Rate

The operator may be required to provide additional bus driver support on a route(s) to ensure student safety through a bus monitor. This bus monitor is paid on an hourly basis for a minimum of three (3) hours per day and Proponents must enter one rate that will be used in all Route Packages. For the evaluation of Pricing a monitor will be assumed to be required on each Special Needs Route, and not required on other Routes.

B.5 Pricing Form (Tables 1 – 8)

Table 1 – Route Package #1 Pricing

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/km	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

Table 2 – Route Package #2 Pricing

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/km	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

Table 3 – Route Package #3 Pricing

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/km	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

Table 4 – Route Package #4 Pricing

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/km	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

Table 5 – Route Package #5 Pricing

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/ km	\$	\$/ hour	\$/ KM	\$	\$/ hour	\$/ KM	\$	\$/ hour	\$/ KM	\$	\$/ hour	\$/ KM	\$	\$/ hour	\$/ KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

Table 6 – Proponents Preferential Ranking of Route Packages

Route Package	Proponent Rank
1	
2	
3	
4	
5	

Table 7 – Specified Service pricing and fees

DESCRIPTION	Year 1	Year 2	Year 3	Year 4	Year 5
Bus Monitor (\$/hour)					
Wait Time Rate (\$/hour)					

Table 8 – Extra-Curricular transportation costs

Vehicle Type	Fuel Rate	Year 1			Year 2			Year 3			Year 4			Year 5		
		Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate	Base Rate	Extra Time Rate	Distance Rate
	L/km	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM	\$	\$/hour	\$/KM
70 – 72 School Bus																
54 – 72 School Bus (w/ wheelchairs)																
15 – 24 School Bus																
15 – 24 School Bus (w/ wheelchairs)																

APPENDIX C – RFP PARTICULARS

C.1 THE SERVICE

The operator will manage procurement of school buses, regulatory compliance under the *Motor Carrier Act* and *Motor Vehicle Act*, maintenance of school buses, staffing and management of bus drivers, on-time service, safety of bus stops, direct client concerns with service, as well as related day-to-day operations.

Additional specifics on the provision of services, management of services, and performance expectations are found in the Draft Form of Agreement (Appendix F). It is necessary for all Proponents to review in detail the Draft Form of Agreement in addition to the details provided in this appendix (RFP Particulars).

The HRCE will manage routing, scheduling, system design and policy, new service requests, planning, communications with families and school communities, and client concerns that cannot be satisfied by the operators.

The operator will exhibit pro-active planning, management and prompt service response along with forward-thinking school bus operation and optimization that utilizes the best technologies available today.

It is the objective of the HRCE to provide transportation for eligible students in a safe, efficient and reliable manner. The HRCE is interested in working with Proponents who will work in conjunction with HRCE to provide exceptional service to all its stakeholders.

C.1.1 Background

Of the over 50,000 students attending one hundred and thirty-seven (137) HRCE schools (at one hundred and forty-three (143) sites), busing is required for approximately 23,000 students. The Service Area covers the entirety of the Halifax Regional Municipality, which stretches over 5,500 square kilometers but the overwhelming majority of the population lives in a ~500 square kilometers area centred around the Halifax Harbour and the Bedford Basin. Due to the size of the jurisdiction, and the variety of transportation networks throughout the region, the region has been divided into four (4) sub-areas for the purposes of awarding and managing Contract Agreements. Details on regional sub-areas are contained within this RFP.

Student demographics change year to year and throughout any given School Year and must be accommodated. Currently, tiered runs are required to serve schools with staggered bell times throughout our region. Aspects of special needs transportation, co-curricular / extra-curricular trips, and orientation to safety are to be included in all Contract Agreements.

In the Province of Nova Scotia, school buses are regulated and inspected by the Nova Scotia Department of Transportation and Infrastructure Renewal (DTIR) – Motor Carrier Division, which not only regulates mechanical fitness and safety, but also school bus cleanliness, appearance and special permits. Details on the regulatory environment are contained within this RFP.

C.1.2 HRCE Geography & Demographics

The HRCE serves the entire Halifax Regional Municipality (HRM). You can find data and background on HRM through their Open Data Portal (here: <https://www.halifax.ca/home/open-data>) and their interactive mapping service Explore HRM (here: <https://www.halifax.ca/home/maps/explorehrm>).

For further information on HRCE Schools and Growth, please reference our Long Range Outlook (here: <https://www.hrce.ca/about-hrce/operations-services/long-range-outlook>).

C.1.3 Route Package Information

A collection of Data summarizing operations from the most recently completed School Year is provided in Appendix D – Route Details. This information is provided to assist Proponents in formulating its Proposal. Note that routing changes necessarily on a year to year basis, data provided in this RFP is based on the most recent School Year.

Route Package #1

Route Package #1 contains all Home to School Service routes for the schools in the **J.L. Ilsley High School, Sir John A. Macdonald High School, Citadel High School, and Halifax West High School** Families of Schools. Families of Schools include all junior high and elementary schools that feed into each high school.

The routes in this package include routes in the urban core of Halifax, the growing suburbs of Spryfield, Fairview, and Tantallon, as well as rural areas around the Chebucto Peninsula. The area is currently serviced by sixty-two (62) routes, with over 6,700 current riders (these routes are detailed in Appendix D - Route Details).

Route Package #2

Route Package #2 contains all Home to School Service routes for schools in the **Charles P. Allen High School, Bedford and Forsyth Education Centres (BFEC), and Sackville High School** Families of Schools. Families of Schools include all junior high and elementary schools that feed into each high school.

The routes in this package include routes in the fast growing suburbs of Bedford and Sackville, as well as the two sites for BFEC. These communities are currently serviced by forty-four (44) routes, with over 5,200 current riders (these routes are detailed in Appendix D - Route Details).

Route Package #3

Route Package #3 contains all Home to School Service routes for the schools in **Lockview High School, Millwood High School, Duncan MacMillan High School, Musquodoboit Rural High School, and Eastern Shore District High School** Families of Schools. Families of Schools include all junior high and elementary schools that feed into each high school.

The routes in this package include suburban communities of Fall River and Millwood, as well as vast areas of the rural communities around the Musquodoboit Valley, Musquodoboit Harbour, and Sheet Harbour. These areas are currently serviced by eighty-three (83) routes, with over 6,400 current riders (these routes are detailed in Appendix D - Route Details).

Route Package #4

Route Package #4 contains all Home to School Service routes for schools in the **Island View High School, Dartmouth High School, Prince Andrew High School, Auburn Drive High School, and Cole Harbour District High School** Families of Schools. Families of Schools include all junior high and elementary schools that feed into each high school.

The routes in this package service Dartmouth and the eastern suburban communities of Eastern Passage, Cole Harbour, and Westphal. These areas are currently serviced by forty-five (45) routes, with almost 4,300 current riders (these routes are detailed in Appendix D - Route Details).

Route Package #5

Route Package #5 contains all routes for students with special needs. These routes currently run in all areas of the region, overlapping with all Families of Schools listed in the previous four (4) packages. Currently there are sixty-nine (69) special needs routes, carrying over 1,000 students. All school buses servicing this route package should be wheelchair accessible.

Services for these routes include pickup and drop off at home locations of students, and routes are normally with a bus driver and bus monitor to ensure safe travel of students with special needs (these routes are detailed in Appendix D - Route Details).

C.2 MATERIAL DISCLOSURES

Provisions within the Draft Form of Agreement (Appendix F) shall clarify for Proponents all processes and procedures, hours of operation, and other mandatory conditions of award and performance.

C.3 MANDATORY TECHNICAL REQUIREMENTS

As part of the Technical Submission, by providing a Proposal and completing the Submission Form (Appendix A), Proponents are confirming that they will adhere to these mandatory technical requirements. Proponents' ability to deliver on these mandatory technical requirements will be evaluated based on Section C.4 Rated Criteria.

Mandatory technical requirements include:

C.3.1 Implementation Plan

- a. Proponents should provide a preliminary implementation plan indicating milestone dates for key elements of the plan to meet all the requirements of the Draft Form of Agreement. Further detail is provided in rated criteria.

C.3.2 Facility / Staffing Requirements

- a. Proponents should share their site selection process for identifying potential garage / maintenance facility sites.
- b. Proponents should share contemplated organizational charts with details (including resumes) for each staff listed.
- c. Proponents should identify their prospective Account Manager, as defined in the Draft Form of Agreement.

- d. Proponents should provide a Bus Driver recruitment and retention strategy that will be followed on an ongoing basis to ensure sufficient staffing of the operator to provide the Services.

C.3.3 Safety Requirements

- a. Proponents should provide a copy of a Bus Driver Training Program in accordance with the detail provided in the Draft Form of Agreement (Appendix F).
- b. Proponents should provide a copy of a proposed Student School Bus Safety and Evacuation Training Program.

C.3.4 GPS Requirements

- a. Proponents should contact GeoRef to determine their GPS systems compatibility with the BusPlanner software, and to provide a letter confirming compatibility in accordance with the detail provided in the Draft Form of Agreement (Appendix F).

C.3.5 Fleet Maintenance Requirements

- a. Proponents should provide a Fleet Preventive Maintenance Program for HRCE, or an example from a jurisdiction of a similar size to HRCE.

C.4 RATED CRITERIA

C.4.1 Corporate Profile and Service Administration

Proponents will be rated on an overview of their organization, including years operating, total students (or trips) transported annually, as well as history with procurement of school buses in Canada.

Points will be awarded based on the ability to relate past experience and success to the services being requested by the HRCE.

C.4.2 Implementation Plan

Proponents must provide a preliminary implementation plan indicating milestone dates for key elements of the plan to meet all the requirements of the Draft Form of Agreement (Appendix F). For comparative purposes, Proponents should assume in the preliminary implementation plan that they will be awarded their top two preferable Route Packages. The plan must include as a minimum:

- a. All assets being present in HRM and available for operation by July 15, 2020. This includes compliant vehicles, facilities, dispatch services, mechanical services and applicable resources (including bus drivers);
- b. Proposed garage facility location and drawing of facility spaces and fixed equipment layout;
- c. Proposed main office location and drawing of facility spaces and equipment layout;
- d. Hiring timelines for all staff including bus drivers, mechanics, bus monitors, dispatchers, office staff, managers and any other staff described in the Proposal;
- e. Bus Driver Training Program for the first year of the Contract Agreement.

Please update us the status of your facility site selection process, and the rationale being used to compare options for facility location.

C.4.3 Managers Service Experience

Proponents must share contemplated organizational charts with details (including resumes) for each staff listed.

Proponents' leadership team will be evaluated based on the Resumes provided. Criteria that will be seen as positive includes (but is not limited to): experience leading a transportation team in a jurisdiction of similar scale to the HRCE, leading through change, start-up of service in new jurisdictions, a diversity of experiences within the student transportation environment.

Proponents should identify their prospective Operator Account Manager, defined in the Draft Form of Agreement (Appendix F).

C.4.4 Communications / Client Service

Proponents are asked to detail how their processes will allow them to successfully fulfil all aspects of the Draft Form of Agreement as they relate to communications and client service.

Proponents should provide contemplated key performance indicators on collisions, incidents, on-time performance and Bus Driver turnover and how they will be used in addressing identified deficiencies. Reference the Draft Form of Agreement (Appendix F) for details on Performance Monitoring.

Proponents should provide a Disaster Recovery Strategy in accordance with the detail provided in the Draft Form of Agreement (Appendix F).

Please share how your processes have allowed for a backup Account Manager to respond in an emergency situation. Please give a detailed, specific example.

C.4.5 Bus Driver and Bus Monitor Staffing

Ramping up a full team in HRM may be a challenge for operators new to Nova Scotia, and recruitment of bus drivers can be challenging in any market. This criterion will be scored based on a submitted Bus Driver recruitment and retention strategy, in accordance with the Draft Form of Agreement (Appendix F).

C.4.6 Safety / Training

The submitted Bus Driver Training Program will be assessed and scored. If you have not developed a Bus Driver Training Program please share your prospective approach to a Bus Driver Training Program for HRCE. This will be used to assist in scoring these criteria.

Please describe your approach for ensuring adherence to the Draft Form of Agreement procedures among all operator staff and ensuring ongoing compliance to these procedures throughout the duration of the Contract Agreement.

C.4.7 Fleet Maintenance and Management Program

This criterion will be scored against the submitted Fleet Preventive Maintenance Program from a jurisdiction of a similar size to HRCE (or proposed Program for HRCE). Ensure that

the Fleet Preventative Maintenance Program responds to all requirements of the Draft Form of Agreement (Appendix F).

Describe for us how you manage your fleet age in contracts where a maximum vehicle age clause is included.

Describe your standard GPS deployment methods. Tell us how you have used integration with GeoRef's systems to inform how routing or tracking could be improved in other jurisdictions.

C.4.8 Proponent Interviews

Proponent interviews will be held in person at the HRCE offices in Dartmouth, Nova Scotia with the Evaluation Committee. Management staff should be prepared to present on all details of their Proposal with a specific focus on mandatory technical requirements and rated criteria.

Specific details on presentation format, timing, and any other Evaluation Committee requirements will be shared in advance of the interviews.

C.4.9 References

Proponents are requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the Proponents in the last five (5) years.

Provide the name of each reference, along with their phone number, email address, and role in relation to the Proponents. The service reference information provided should identify the size of the projects conducted, as well as demonstrate the extent of your previous experience, the clients' overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

The HRCE will only evaluate three (3) references. If more than three (3) references are provided by Proponents only the first three (3) listed in the proposal will be evaluated.

One of the first three (3) references provided shall be a school-based administrator from an area where Proponents have provided service regularly.

APPENDIX D – ROUTE DETAILS

Appendix D contains all necessary detailing on the current routes in the HRCE. The information is split into two parts; (i) route package groupings and school details, and (ii) route detail.

For scheduling purposes reference Section 7.5 of Draft Form of Agreement for details on Pick-up and Drop-off Locations and Timing.

Route Package Groupings, School Name, Bell Times, Civic Address, and Family of Schools

Route Package	Name of School (Grades)	Start Bell	Dismissal Bell	Address	Family of Schools
1	Central Spryfield Elementary (P-6)	9:00 A.M.	3:00 P.M.	364 Herring Cove Road, Halifax	J.L. IIsley High
1	Chebucto Heights Elementary (P-6)	9:00 A.M.	3:10 P.M.	230 Cowie Hill Road, Halifax	J.L. IIsley High
1	Cunard Junior High (7-9)	8:50 A.M.	2:50 P.M.	121 Williams Lake Road, Halifax	J.L. IIsley High
1	Elizabeth Sutherland School (P-9)	9:10 A.M.	3:00 P.M.	66 Rockingstone Road, Halifax	J.L. IIsley High
1	Harrietsfield Elementary (P-6)	8:00 A.M.	1:55 P.M.	1150 Old Sambro Road, Harrietsfield	J.L. IIsley High
1	Herring Cove Junior High (7-9)	8:35 A.M.	2:40 P.M.	7 Lancaster Drive, Herring Cove	J.L. IIsley High
1	J.L. IIsley High (10-12)	8:50 A.M.	3:05 P.M.	38 Sylvia Avenue, Halifax	J.L. IIsley High
1	John W. MacLeod-Fleming Tower Elementary (Fleming Tower) (P-6)	8:30 A.M.	2:40 P.M.	25 Randolph Street, Halifax	J.L. IIsley High
1	John W. MacLeod-Fleming Tower Elementary (John W. MacLeod) (P-6)	8:30 A.M.	2:40 P.M.	159 Purcell's Cove Road, Halifax	J.L. IIsley High
1	Rockingstone Heights School (P-9)	9:00 A.M.	2:50 P.M.	1 Regan Drive, Halifax	J.L. IIsley High
1	Sambro Elementary (P-6)	8:15 A.M.	2:00 P.M.	3725 Old Sambro Road, Sambro	J.L. IIsley High
1	William King Elementary (P-6)	8:35 A.M.	2:30 P.M.	91 St. Paul's Avenue, Herring Cove	J.L. IIsley High
1	Beechville Lakeside Timberlea Jr Elementary (P-2)	8:30 A.M.	2:30 P.M.	22 James Street, Timberlea	Sir John A. Macdonald High
1	Beechville Lakeside Timberlea Sr Elementary (3-5)	8:30 A.M.	2:30 P.M.	24 James Street, Timberlea	Sir John A. Macdonald High
1	East St. Margaret's Elementary (P-6)	8:30 A.M.	2:25 P.M.	8671 Peggy's Cove Road, Indian Harbour	Sir John A. Macdonald High
1	Five Bridges Junior High (7-9)	8:05 A.M.	2:00 P.M.	66 Hubley's Road, Hubley	Sir John A. Macdonald High
1	Ridgecliff Middle School (6-9)	8:00 A.M.	2:00 P.M.	35 Beech Tree Run, Beechville	Sir John A. Macdonald High
1	Shatford Memorial Elementary (P-6)	8:15 A.M.	2:15 P.M.	10089 St. Margaret's Bay Road, Hubbards	Sir John A. Macdonald High
1	Sir John A Macdonald High (10-12)	9:15 A.M.	3:15 P.M.	31 Scholars Road, Upper Tantallon	Sir John A. Macdonald High
1	St. Margaret's Bay Elementary (P-6)	8:15 A.M.	2:15 P.M.	24 Ridgewood Drive, Head of St. Margaret's Bay	Sir John A. Macdonald High
1	Tantallon Jr Elementary (P-2)	8:40 A.M.	2:35 P.M.	1 French Village Station Road, Upper Tantallon	Sir John A. Macdonald High
1	Tantallon Sr Elementary (3-6)	8:40 A.M.	2:35 P.M.	3 French Village Station Road, Upper Tantallon	Sir John A. Macdonald High
1	Citadel High (10-12)	9:00 A.M.	2:55 P.M.	1855 Trollope Street, Halifax	Citadel High
1	Gorsebrook Junior High (7-9)	9:00 A.M.	3:15 P.M.	5966 South Street, Halifax	Citadel High
1	Halifax Central Junior High (7-9)	8:55 A.M.	3:15 P.M.	1787 Preston Street, Halifax	Citadel High

Route Package	Name of School (Grades)	Start Bell	Dismissal Bell	Address	Family of Schools
1	Highland Park Junior High (7-9)	8:40 A.M.	3:00 P.M.	3479 Robie Street, Halifax	Citadel High
1	Inglis Street Elementary (P-6)	9:00 A.M.	3:00 P.M.	5985 Inglis Street, Halifax	Citadel High
1	Joseph Howe Elementary (P-6)	9:00 A.M.	3:00 P.M.	2557 Maynard Street, Halifax	Citadel High
1	LeMarchant-St. Thomas Elementary (P-6)	9:00 A.M.	3:00 P.M.	1589 Walnut Street, Halifax	Citadel High
1	Oxford School (P-9)	9:00 A.M.	3:00 P.M.	6364 North Street, Halifax	Citadel High
1	Saint Mary's Elementary (P-6)	9:00 A.M.	3:00 P.M.	5614 Morris Street, Halifax	Citadel High
1	Sir Charles Tupper Elementary (P-6)	9:00 A.M.	3:15 P.M.	1930 Cambridge Street, Halifax	Citadel High
1	Springvale Elementary (P-6)	9:00 A.M.	3:00 P.M.	92 Downs Ave, Halifax	Citadel High
1	St. Agnes Junior High (7-9)	8:50 A.M.	3:20 P.M.	6981 Mumford Road, Halifax	Citadel High
1	St. Catherine's Elementary (P-6)	9:00 A.M.	3:00 P.M.	3299 Connolly Street, Halifax	Citadel High
1	St. Joseph's-Alexander McKay Elementary (P-6)	9:10 A.M.	3:00 P.M.	5389 Russell Street, Halifax	Citadel High
1	St. Stephen's Elementary (P-6)	8:55 A.M.	2:55 P.M.	3669 Highland Avenue, Halifax	Citadel High
1	Westmount Elementary (P-6)	8:55 A.M.	3:00 P.M.	6700 Edward Arab Avenue, Halifax	Citadel High
1	Atlantic Memorial – Terence Bay Elementary (Atlantic Memorial) (P-5)	9:00 A.M.	3:00 P.M.	3591 Prospect Road, Shad Bay	Halifax West High
1	Atlantic Memorial – Terence Bay Elementary (Terence Bay) (P-5)	8:30 A.M.	2:30 P.M.	1714 Lower Prospect Road, Terence Bay	Halifax West High
1	Brookside Junior High (6-9)	8:00 A.M.	2:00 P.M.	2239 Prospect Road, Hatchet Lake	Halifax West High
1	Burton Ettinger Elementary (P-6)	8:45 A.M.	2:45 P.M.	52 Alex Street, Halifax	Halifax West High
1	Clayton Park Junior High (7-9)	9:05 A.M.	3:20 P.M.	45 Plateau Crescent, Halifax	Halifax West High
1	Duc d'Anville Elementary (P-6)	9:00 A.M.	3:00 P.M.	12 Clayton Park Drive, Halifax	Halifax West High
1	Fairview Heights Elementary (Annex Building) (P-6)	8:50 A.M.	2:45 P.M.	141 Rufus Avenue, Halifax	Halifax West High
1	Fairview Heights Elementary (Main Building) (P-6)	8:50 A.M.	2:45 P.M.	210 Coronation Avenue, Halifax	Halifax West High
1	Fairview Junior High (7-9)	9:00 A.M.	3:10 P.M.	155 Rosedale Avenue, Halifax	Halifax West High
1	Grosvenor-Wentworth Park Elementary (P-6)	9:00 A.M.	3:15 P.M.	4 Downing Street, Halifax	Halifax West High

Route Package	Name of School (Grades)	Start Bell	Dismissal Bell	Address	Family of Schools
1	Halifax West High (10-12)	9:10 A.M.	3:20 P.M.	283 Thomas Raddall Drive	Halifax West High
1	Park West School (P-9)	8:35 A.M.	2:45 P.M.	206 Langbrae Drive, Halifax	Halifax West High
1	Prospect Road Elementary (P-5)	8:45 A.M.	2:45 P.M.	2199 Prospect Road, Hatchet Lake	Halifax West High
1	Rockingham Elementary (P-6)	8:40 A.M.	2:45 P.M.	31 Tremont Drive, Halifax	Halifax West High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
2	Bedford Forsyth Education Centres (Bedford Campus) (10-12)	9:40 A.M.	3:10 P.M.	426 Rocky Lake Drive, Bedford	BFEC
2	Bedford Forsyth Education Centres (Dartmouth Campus) (10-12)	9:40 A.M.	3:10 P.M.	136 Pinecrest Drive, Dartmouth	BFEC
2	Basinview Drive Community School (P-6)	8:40 A.M.	2:40 P.M.	273 Basinview Drive, Bedford	Charles P. Allen High
2	Bedford South School (P-6)	8:45 A.M.	2:50 P.M.	2 Oceanview Drive, Bedford	Charles P. Allen High
2	Charles P. Allen High (10-12)	9:20 A.M.	3:25 P.M.	200 Innovation Drive, Bedford	Charles P. Allen High
2	Hammonds Plains Consolidated Elementary (P-5)	9:05 A.M.	3:00 P.M.	2180 Hammonds Plains Road, Hammonds Plains	Charles P. Allen High
2	Kingswood Elementary (P-6)	8:45 A.M.	2:55 P.M.	34 Verge Court, Hammonds Plains	Charles P. Allen High
2	Madeline Symonds Middle School (6-9)	8:10 A.M.	1:55 P.M.	290 White Hills Run, Hammonds Plains	Charles P. Allen High
2	Rocky Lake Junior High (7-9)	8:45 A.M.	2:40 P.M.	670 Rocky Lake Drive, Bedford	Charles P. Allen High
2	Sunnyside Elementary (Eaglewood Drive) (P-6)	9:00 A.M.	3:00 P.M.	210 Eaglewood Drive, Bedford	Charles P. Allen High
2	Sunnyside Elementary (Fort Sackville) (P-6)	9:00 A.M.	3:00 P.M.	21 Perth Street, Bedford	Charles P. Allen High
2	A.J. Smeltzer Junior High (6-8)	8:30 A.M.	2:30 P.M.	46 Prince Street, Lower Sackville	Sackville High
2	Caudle Park Elementary (P-5)	8:30 A.M.	2:30 P.M.	35 McGee Drive, Lower Sackville	Sackville High
2	Cavalier Drive School (P-5)	8:00 A.M.	2:30 P.M.	116 Cavalier Drive, Lower Sackville	Sackville High
2	Hillside Park Elementary (P-5)	8:05 A.M.	2:10 P.M.	15 Hillside Avenue, Lower Sackville	Sackville High
2	Leslie Thomas Junior High (6-8)	8:50 A.M.	2:50 P.M.	100 Metropolitan Avenue, Lower Sackville	Sackville High
2	Sackville High (9-12)	8:45 A.M.	2:55 P.M.	1 Kingfisher Way, Lower Sackville	Sackville High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
2	Smokey Drive Elementary (P-5)	8:35 A.M.	2:30 P.M.	241 Smokey Drive, Lower Sackville	Sackville High
2	Sycamore Lane Elementary (P-5)	8:15 A.M.	2:15 P.M.	69 Sycamore Lane, Lower Sackville	Sackville High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
3	Ash Lee Jefferson Elementary (P-6)	8:15 A.M.	2:05 P.M.	10 Lockview Road, Fall River	Lockview High
3	Beaver Bank-Kinsac Elementary (P-6)	8:25 A.M.	2:15 P.M.	28 Kinsac Road, Beaver Bank	Lockview High
3	Beaver Bank-Monarch Elementary (P-6)	8:45 A.M.	2:45 P.M.	38 Monarch Drive, Beaver Bank	Lockview High
3	Georges P. Vanier Junior High (7-8)	8:50 A.M.	2:50 P.M.	1410 Fall River Road, Fall River	Lockview High
3	Harold T. Barrett Junior High (7-8)	8:00 A.M.	1:55 P.M.	862 Beaver Bank Road, Beaver Bank	Lockview High
3	Holland Road Elementary (P-6)	8:00 A.M.	1:45 P.M.	181 Holland Road, Fletchers Lake	Lockview High
3	Lockview High (9-12)	9:15 A.M.	3:25 P.M.	148 Lockview Road, Fall River	Lockview High
3	Oldfield Consolidated Elementary (P-6)	8:10 A.M.	2:00 P.M.	72 Halls Road, Enfield	Lockview High
3	Waverley Memorial (P-6)	8:00 A.M.	1:55 P.M.	2393 Rocky Lake Drive, Waverley	Lockview High
3	Harry R. Hamilton Elementary (P-5)	8:15 A.M.	2:00 P.M.	40 Hamilton Drive, Middle Sackville	Millwood High
3	Millwood Elementary (P-5)	8:30 A.M.	2:30 P.M.	190 Beaver Bank Cross Road, Middle Sackville	Millwood High
3	Millwood High (9-12)	9:15 A.M.	3:25 P.M.	141 Millwood Drive, Middle Sackville	Millwood High
3	Sackville Heights Elementary (P-5)	8:30 A.M.	2:30 P.M.	1225 Old Sackville Road, Middle Sackville	Millwood High
3	Sackville Heights Junior High (6-8)	8:45 A.M.	2:40 P.M.	956 Sackville Drive, Lower Sackville	Millwood High
3	Duncan MacMillan School (P-12)	8:40 A.M.	2:40 P.M.	481 Church Point Road, Sheet Harbour	Duncan MacMillan
3	Eastern Shore District High (10-12)	9:00 A.M.	3:15 P.M.	35 West Petpeswick Road, Musquodoboit Harbour	Eastern Shore
3	Gaetz Brook Junior High (7-9)	9:05 A.M.	2:55 P.M.	6856 Highway 7, Head of Chezzetcook	Eastern Shore
3	O'Connell Drive Elementary (P-6)	8:05 A.M.	1:55 P.M.	40 O'Connell Drive, Porters Lake	Eastern Shore
3	Oyster Pond Academy (P-9)	8:15 A.M.	2:15 P.M.	10583 Highway 7, Oyster Pond	Eastern Shore
3	Porters Lake Elementary (P-6)	8:15 A.M.	2:05 P.M.	40 Inspiration Drive, Porters Lake	Eastern Shore
3	Dutch Settlement Elementary (P-6)	8:00 A.M.	1:50 P.M.	990 Highway 277, Dutch Settlement	Musquodoboit Rural High
3	Musquodoboit Rural High (7-12)	8:55 A.M.	3:00 P.M.	11980 Highway 224, Middle Musquodoboit	Musquodoboit Rural High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
3	Musquodoboit Valley Education Centre (P-6)	9:00 A.M.	2:50 P.M.	12046 Highway 224, Middle Musquodoboit	Musquodoboit Rural High
3	Upper Musquodoboit Consolidated Elementary (P-6)	8:20 A.M.	2:05 P.M.	8416 Highway 224, Upper Musquodoboit	Musquodoboit Rural High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
4	Eastern Passage Education Centre (7-9)	9:00 A.M.	3:00 P.M.	93 Samuel Danial Drive, Eastern Passage	Island View High
4	Island View High (9-12)	8:00 A.M.	2:10 P.M.	1853 Caldwell Road, Eastern Passage	Island View High
4	Ocean View Elementary (P-4)	8:45 A.M.	2:45 P.M.	51 Oceanview School Road, Eastern Passage	Island View High
4	Seaside Elementary (4-6)	8:30 A.M.	2:10 P.M.	1881 Caldwell Road, Eastern Passage	Island View High
4	Tallahassee Community School (P-4)	8:35 A.M.	2:30 P.M.	168 Redoubt Way, Eastern Passage	Island View High
4	Bicentennial School (P-9)	8:55 A.M.	3:00 P.M.	85 Victoria Road, Dartmouth	Dartmouth High
4	Crichton Park Elementary (P-6)	9:00 A.M.	3:00 P.M.	49 Lyngby Avenue, Dartmouth	Dartmouth High
4	Dartmouth High (9-12)	8:25 A.M.	3:05 P.M.	95 Victoria Road, Dartmouth	Dartmouth High
4	Dartmouth South Academy (P-8)	9:00 A.M.	3:00 P.M.	111 Prince Arthur Avenue, Dartmouth	Dartmouth High
4	Harbour View (P-6)	8:45 A.M.	2:45 P.M.	25 Alfred Street, Dartmouth	Dartmouth High
4	Hawthorn Elementary (P-6)	9:00 A.M.	3:00 P.M.	10 Hawthorne Street, Dartmouth	Dartmouth High
4	John MacNeil Elementary (P-6)	8:40 A.M.	2:45 P.M.	62 Leaman Drive, Dartmouth	Dartmouth High
4	John Martin Junior High (7-9)	8:45 A.M.	2:50 P.M.	7 Brule Street, Dartmouth	Dartmouth High
4	Shannon Park Elementary (P-6)	8:40 A.M.	2:40 P.M.	75 Iroquois Drive, Dartmouth	Dartmouth High
4	South Woodside Elementary (P-6)	8:50 A.M.	2:45 P.M.	5 Everette Street, Dartmouth	Dartmouth High
4	Admiral Westphal Elementary (P-6)	9:00 A.M.	3:00 P.M.	6 Fourth Street, Dartmouth	Prince Andrew High
4	Alderney Elementary (P-6)	8:45 A.M.	2:40 P.M.	2 Penhorn Drive, Dartmouth	Prince Andrew High
4	Bel Ayr Elementary (P-6)	8:50 A.M.	2:50 P.M.	4 Bell Street, Dartmouth	Prince Andrew High
4	Brookhouse Elementary (P-6)	8:45 A.M.	2:35 P.M.	15 Christopher Avenue, Dartmouth	Prince Andrew High
4	Caledonia Junior High (7-9)	8:45 A.M.	2:45 P.M.	38 Caledonia Road, Dartmouth	Prince Andrew High
4	Ellenvale Junior High (7-9)	8:45 A.M.	2:50 P.M.	88 Belle Vista Drive, Dartmouth	Prince Andrew High
4	Eric Graves Memorial Junior High (7-9)	8:35 A.M.	2:40 P.M.	70 Dorothea Drive, Dartmouth	Prince Andrew High

Route Package	Name of School	Start Bell	Dismissal Bell	Address	Family of Schools
4	Ian Forsyth Elementary (P-6)	8:45 A.M.	2:35 P.M.	22 Glencoe Drive, Dartmouth	Prince Andrew High
4	Michael Wallace Elementary (P-6)	9:00 A.M.	3:10 P.M.	24 Andover Street, Dartmouth	Prince Andrew High
4	Mount Edward Elementary (P-6)	8:55 A.M.	2:50 P.M.	3 Windward Avenue, Dartmouth	Prince Andrew High
4	Portland Estates Elementary (P-6)	9:00 A.M.	3:00 P.M.	40 Portland Hills Drive, Dartmouth	Prince Andrew High
4	Prince Andrew High (10-12)	8:50 A.M.	3:10 P.M.	37 Woodlawn Road, Dartmouth	Prince Andrew High
4	Astral Drive Elementary (P-6)	8:30 A.M.	2:25 P.M.	236 Astral Drive, Dartmouth	Auburn Drive High
4	Astral Drive Junior High (7-9)	8:35 A.M.	2:30 P.M.	238 Astral Drive, Dartmouth	Auburn Drive High
4	Auburn Drive High (10-12)	9:25 A.M.	3:35 P.M.	300 Auburn Drive, Dartmouth	Auburn Drive High
4	Bell Park Academic Centre (P-6)	8:15 A.M.	2:15 P.M.	4 Thomas Street, Lake Echo	Auburn Drive High
4	Caldwell Road Elementary (P-6)	8:30 A.M.	2:20 P.M.	280 Caldwell Road, Dartmouth	Auburn Drive High
4	Colby Village Elementary (P-6)	8:30 A.M.	2:35 P.M.	92 Colby Drive, Dartmouth	Auburn Drive High
4	Graham Creighton Junior High (7-9)	9:00 A.M.	3:00 P.M.	72 Cherry Brook Road, Cherry Brook	Auburn Drive High
4	Humber Park Elementary (P-6)	8:10 A.M.	2:10 P.M.	5 Smallwood Avenue, Lake Loon	Auburn Drive High
4	Joseph Giles Elementary (P-6)	8:30 A.M.	2:30 P.M.	54 Gregory Drive, Dartmouth	Auburn Drive High
4	Atlantic View Elementary (P-6)	8:00 A.M.	1:50 P.M.	3391 Lawrencetown Road, Lawrencetown	Cole Harbour District High
4	Cole Harbour District High (10-12)	7:55 A.M.	1:45 P.M.	2 Chateau Crescent, Dartmouth	Cole Harbour District High
4	Colonel John Stuart Elementary (P-6)	8:35 A.M.	2:35 P.M.	5 John Stewart Drive, Cole Harbour	Cole Harbour District High
4	George Bissett Elementary (P-6)	8:30 A.M.	2:30 P.M.	170 Arklow Drive, Dartmouth	Cole Harbour District High
4	Nelson Whynder Elementary (P-6)	8:30 A.M.	2:30 P.M.	979 North Preston Road, North Preston	Cole Harbour District High
4	Robert Kemp Turner Elementary (P-6)	8:30 A.M.	2:30 P.M.	141 Circassion Drive, Cole Harbour	Cole Harbour District High
4	Ross Road School (P-9)	8:30 A.M.	2:25 P.M.	336 Ross Road, Westphal	Cole Harbour District High
4	Sir Robert Borden Junior High (7-9)	8:00 A.M.	2:05 P.M.	16 Evergreen Drive, Dartmouth	Cole Harbour District High

RFP Routes

For all route distances and times, assume an even split between AM and PM routes.

Route Package #1

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
100	AM, PM	70	73.43	13.35	86.78	149	19	178
101	AM, PM	70	102.63	22.91	125.54	221	27	273
102	AM, PM	70	66.15	18.16	84.31	143	24	205
103	AM, PM	70	76.7	42.92	119.62	168	43	232
104	AM, PM	70	86.19	27.19	113.38	184	34	230
105	AM, PM	70	101.3	20.03	121.33	175	29	241
106	AM, PM	70	65.27	21.7	86.97	128	27	204
107	AM, PM	70	92.13	16.21	108.34	160	20	203
108	AM, PM	70	87.76	11.12	98.88	159	14	197
109	AM, PM	70	48.18	26.89	75.07	114	29	178
110	AM, PM	70	96.21	28.08	124.29	148	36	218
111	AM, PM	70	86.13	14.97	101.1	177	20	218
112	AM, PM	70	75.82	15.62	91.44	185	18	220
113	AM, PM	70	115.12	38.88	154	207	37	264
114	AM, PM	70	58.35	10.76	69.11	131	15	201
115	AM, PM	70	57.94	21.73	79.67	171	24	210
116	AM, PM	70	75.19	52.91	128.1	132	60	204
117	AM, PM	70	76.49	25.51	102	175	35	217
118	AM, PM	70	66.96	14.51	81.47	116	18	143
119	AM, PM	70	60.28	34.97	95.25	141	37	195
120	AM, PM	70	65.32	16.52	81.84	127	17	198
121	AM, PM	70	104.74	23.2	127.94	191	26	228
122	AM, PM	70	103.82	23.6	127.42	170	25	216

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
123	AM, PM	70	88.12	16.36	104.48	147	19	191
124	AM, PM	70	31.76	8.91	40.67	82	12	106
125	AM, PM	70	58.8	13.25	72.05	131	18	162
126	AM, PM	70	105.1	12.96	118.06	171	13	193
127	AM, PM	70	59.34	0.17	59.51	148	0	151
128	AM, PM	70	50.07	26.04	76.11	106	28	158
129	AM, PM	70	79.66	26.82	106.48	168	32	238
130	AM, PM	70	37.22	19.74	56.96	93	24	143
131	AM, PM	70	89.97	22.2	112.17	147	25	183
132	AM, PM	70	105.5	40.56	146.06	205	41	296
133	AM, PM	70	90.3	19.58	109.88	171	19	239
134	AM, PM	70	68.91	30.18	99.09	159	32	205
135	AM, PM	70	63.34	34.79	98.13	137	40	223
136	AM, PM	70	77.66	19.85	97.51	194	28	242
137	AM, PM	70	116.39	21.26	137.65	215	28	281
138	AM, PM	70	59.52	31.04	90.56	138	37	198
139	AM, PM	70	60.52	15.17	75.69	107	24	137
140	AM, PM	70	52.03	30.4	82.43	126	31	196
141	AM, PM	70	88.07	45.85	133.92	160	51	226
142	AM, PM	70	44.88	26.75	71.63	143	33	225
143	AM, PM	70	95.43	15.09	110.52	154	17	227
144	AM, PM	70	92.03	22.45	114.48	171	26	208
145	AM, PM	70	34.37	34.86	69.23	88	42	179
146	AM, PM	70	53.69	34.39	88.08	134	35	182
147	AM, PM	70	69.04	2.81	71.85	113	5	123
148	AM, PM	70	49.15	11.01	60.16	83	14	104
149	AM, PM	70	37.07	3.74	40.81	83	8	97
150	AM, PM	70	37.31	22.03	59.34	77	23	133

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
151	AM, PM	70	20.6	2.12	22.72	77	4	83
152	AM, PM	70	32.78	24.02	56.8	86	28	135
153	AM, PM	70	43.01	25.45	68.46	117	32	194
154	AM, PM	70	29.17	3.08	32.25	96	4	104
155	AM, PM	72	37.48	14.64	52.12	132	18	189
156	AM, PM	70	36.41	17.56	53.97	106	28	181
157	AM, PM	70	37.63	5.19	42.82	124	10	160
158	AM, PM	70	22.38	0	22.38	97	0	97
159	AM, PM	70	31.79	13.8	45.59	94	21	145
160	AM, PM		37.31	3.35	40.66	136	5	127
161	AM, PM	70	36.34	2.03	38.37	76	3	109

Route Package #2

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
200	AM, PM	70	80.42	19.34	99.76	174	26	217
201	AM, PM	70	52.55	21.74	74.29	135	37	212
202	AM, PM	70	62.47	29.41	91.88	166	44	255
203	AM, PM	70	32.65	27.39	60.04	110	40	215
204	AM, PM	70	57.99	25.06	83.05	152	39	223
205	AM, PM	72	55.54	24.17	79.71	134	38	224
206	AM, PM	70	55.08	21.29	76.37	129	30	203
207	AM, PM	70	70.26	14	84.26	155	22	222
208	AM, PM	70	63.41	19.32	82.73	149	29	227
209	AM, PM	70	43.02	30.58	73.6	111	48	201
210	AM, PM	70	75.46	31.01	106.47	173	45	244
211	AM, PM	70	42.64	18.41	61.05	126	33	197
212	AM, PM	70	70.61	19.97	90.58	158	26	223
213	AM, PM	70	41.88	31.01	72.89	123	43	224
214	AM, PM	70	44.87	16.62	61.49	126	27	203
215	AM, PM	70	40.95	26.9	67.85	83	40	176
216	AM, PM	70	50.75	8.72	59.47	125	13	182
217	AM, PM	70	51.95	12.78	64.73	142	21	220
218	AM, PM	70	27.08	5.58	32.66	99	8	136
219	AM, PM	70	55.86	14.01	69.87	129	19	189
220	AM, PM	70	22.72	5.4	28.12	64	7	94
221	AM, PM	70	42.05	13.12	55.17	96	22	136
222	AM, PM		38.91	30.35	69.26	97	38	166
223	AM, PM	70	57.24	33.72	90.96	139	48	205
224	AM, PM	70	58.02	18.92	76.94	147	27	194
225	AM, PM	70	56.5	38.18	94.68	133	48	223

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
226	AM, PM	70	36.48	12.99	49.47	119	20	163
227	AM, NOON, PM	70	46.66	6.89	53.55	138	13	223
228	AM, PM	70	57.5	21.08	78.58	138	36	248
229	AM, PM	70	57.03	17.07	74.1	154	25	215
230	AM, PM	70	68.47	20.74	89.21	177	33	248
231	AM, PM	70	69.82	25.19	95.01	151	29	230
232	AM, PM	70	45.25	12.74	57.99	113	15	181
233	AM, PM	70	76.15	15.84	91.99	152	22	235
234	AM, PM	70	45.85	24.53	70.38	117	34	194
235	AM, PM	70	36.94	19.89	56.83	97	31	191
236	AM, PM	70	52.13	26.62	78.75	126	32	208
237	AM, PM	70	58.67	41	99.67	128	53	224
238	AM, PM	70	61.43	42.13	103.56	131	58	224
239	AM, PM	70	40.28	18.73	59.01	109	27	152
240	AM, PM	70	33	22.21	55.21	122	29	169
241	AM, PM	70	25.41	9.83	35.24	90	13	121
242	AM, PM	29	26.82	16.74	43.56	76	26	151
243	AM, PM	70	37.68	32.09	69.77	96	41	163

Route Package #3

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
300	AM, PM	70	44.29	27.79	72.08	119	34	184
301	AM, PM	70	36.05	13.1	49.15	105	20	164
302	AM, PM	70	61.35	12.75	74.1	155	16	213
303	AM, PM	70	88.26	25	113.26	190	36	242
304	AM, PM	70	69.6	34.48	104.08	188	34	237
305	AM, PM	70	68.38	30.45	98.83	148	32	190
306	AM, PM	70	63.14	22.29	85.43	156	31	222
307	AM, PM	70	55.31	15.69	71	143	25	222
308	AM, PM	70	51.26	11.55	62.81	133	14	161
309	AM, PM	70	76.91	31.15	108.06	178	37	237
310	AM, PM	70	65.48	11.67	77.15	129	15	227
311	AM, PM	70	50.68	23.06	73.74	128	28	179
312	AM, PM	70	51.32	27.57	78.89	114	36	201
313	AM, PM	70	43.23	4.62	47.85	110	7	142
314	AM, PM	70	54.15	15.61	69.76	130	22	223
315	AM, PM	70	70.8	18.47	89.27	127	24	194
316	AM, PM	70	58.42	21.1	79.52	145	29	201
317	AM, PM	70	45.5	17.07	62.57	125	22	171
318	AM, PM	70	100.18	32.6	132.78	171	50	241
319	AM, PM	70	59.46	21.05	80.51	154	29	237
320	AM, PM	70	52.5	25.12	77.62	160	36	234
321	AM, PM	70	48.85	26.94	75.79	138	40	213
322	AM, PM	70	67.16	17.89	85.05	164	25	238
323	AM, PM	70	86.93	26.28	113.21	156	31	216
324	AM, PM	70	55.86	19.38	75.24	130	28	218
325	AM, PM	70	58.54	25.06	83.6	149	38	234

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
326	AM, PM	70	72.62	33.7	106.32	176	41	256
327	AM, PM	70	110.9	15.36	126.26	197	16	249
328	AM, PM	70	81.71	23.55	105.26	193	36	260
329	AM, PM	70	50.94	24.78	75.72	142	33	243
330	AM, PM	70	62.75	16.74	79.49	181	24	243
331	AM, PM	70	62.54	11.12	73.66	172	17	243
332	AM, PM	70	55.94	18.26	74.2	138	24	186
333	AM, PM	70	73.09	25.82	98.91	131	34	180
334	AM, PM	70	56.66	41.32	97.98	129	58	222
335	AM, PM	70	74.13	24.97	99.1	145	38	248
336	AM, PM	70	35.93	9.36	45.29	95	12	129
337	AM, PM	70	50.15	41.62	91.77	108	56	173
338	AM, PM	70	61.42	19.41	80.83	127	26	195
339	AM, PM	70	77.04	25.25	102.29	168	31	231
340	AM, PM	70	58.5	46.05	104.55	100	46	154
341	AM, PM	70	94.09	19.15	113.24	183	22	207
342	AM, PM	70	68.03	28.92	96.95	144	39	189
343	AM, PM	70	103.51	32.03	135.54	152	31	200
344	AM, PM	70	82.99	22.94	105.93	183	30	235
345	AM, PM	70	78.27	16.91	95.18	165	19	230
346	AM, PM	70	96	25.81	121.81	149	25	192
347	AM, PM	70	94.22	35.59	129.81	143	34	220
348	AM, PM	70	107.29	23.28	130.57	146	24	166
349	AM, PM	70	121.11	52.77	173.88	171	50	226
350	AM, PM	70	107.82	15.23	123.05	155	20	202
351	AM, PM	70	104.88	20.53	125.41	195	25	226
352	AM, PM	70	106.2	10.97	117.17	169	19	209
353	AM, PM	70	72.22	15	87.22	160	17	203

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
354	AM, PM	70	48.28	0	48.28	86	0	86
355	AM, PM	72	87	24.1	111.1	169	31	210
356	AM, PM	70	88.33	29.61	117.94	155	34	215
357	AM, PM	70	82.83	33.31	116.14	181	35	221
358	AM, PM	70	91.47	22.18	113.65	145	27	195
359	AM, PM	70	77.44	27.08	104.52	141	28	182
360	AM, PM	70	72.8	23.54	96.34	161	24	196
361	AM, PM	70	78.85	38.71	117.56	171	46	216
362	AM, PM	70	98.8	33.11	131.91	181	42	226
363	AM, PM	70	77.03	1.88	78.91	153	3	162
364	AM, PM	70	102.48	20.62	123.1	170	21	180
365	AM, PM	70	100.07	34.63	134.7	151	35	180
366	AM, PM	70	57.87	0	57.87	99	0	99
367	AM, PM	70	112.82	44.18	157	202	56	262
368	AM, PM	70	72.47	0	72.47	126	0	126
369	AM, PM	70	53.3	0	53.3	107	0	107
370	AM, PM	70	99.7	0	99.7	131	0	131
371	AM, PM	70	62.88	0	62.88	112	0	112
372	AM, PM	70	157.91	15.65	173.56	258	16	267
373	AM, PM	70	41.45	0	41.45	91	0	91
374	AM, PM	70	96.43	0	96.43	104	0	104
375	AM, PM	70	77.86	0	77.86	106	0	106
376	AM, PM	70	86.84	0	86.84	106	0	106
377	AM, PM	70	87.91	0	87.91	130	0	130
378	AM, PM	70	52.17	0	52.17	107	0	107
379	AM, PM	70	42.24	0	42.24	83	0	83
380	AM, PM	70	116.63	0	116.63	138	0	138
381	AM, PM	70	46.35	0	46.35	69	0	69

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
382	AM, PM	70	93.92	43.86	137.78	166	59	244

Route Package #4

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
400	AM, PM	70	38.07	4.72	42.79	111	7	139
401	AM, PM	70	37.07	49.35	86.42	108	57	224
402	AM, PM	70	57.87	8.43	66.3	153	12	186
403	AM, PM	70	45.51	26.6	72.11	113	35	171
404	AM, PM	70	32.9	17.63	50.53	99	24	141
405	AM, PM	70	38.74	26.15	64.89	131	29	191
406	AM, PM	70	44.08	11.21	55.29	146	14	169
407	AM, PM	70	31.67	0	31.67	78	0	78
408	AM, PM	70	29.49	4.49	33.98	66	7	78
409	AM, PM	70	35.36	11	46.36	77	13	102
410	AM, PM	70	25.25	4.08	29.33	59	6	72
411	AM, PM	70	34.02	6.27	40.29	75	9	93
412	AM, PM	70	55.86	23.53	79.39	127	31	179
413	AM, PM	70	38.28	10.26	48.54	84	14	106
414	AM, PM	70	32.72	5.03	37.75	92	6	122
415	AM, PM	70	58.53	33.22	91.75	130	43	202
416	AM, PM	70	38.19	14.27	52.46	114	19	152
417	AM, PM	70	46.3	20.71	67.01	114	25	174
418	AM, PM	70	32.51	7.83	40.34	94	11	138
419	AM, PM	70	69.82	25.19	95.01	151	29	230
420	AM, PM	70	58.42	21.1	79.52	145	29	201
421	AM, PM	70	52.13	43.22	95.35	109	54	218
422	AM, PM	70	50.52	32.12	82.64	138	44	198
423	AM, PM	70	43.08	17.14	60.22	111	22	176
424	AM, PM	70	51.69	29.41	81.1	112	31	165
425	AM, PM	70	67.3	29.78	97.08	160	37	255

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
426	AM, PM	70	62.08	14.39	76.47	134	19	198
427	AM, PM	72	50.72	28.34	79.06	117	29	214
428	AM, PM	70	48.91	29.14	78.05	132	38	211
429	AM, PM	70	63.88	28.13	92.01	135	33	190
430	AM, PM	70	113.44	45.63	159.07	230	61	303
431	AM, PM	70	35.01	8.95	43.96	95	12	125
432	AM, PM	70	89.67	28.99	118.66	177	33	239
433	AM, PM	70	51.88	13.9	65.78	133	20	163
434	AM, PM	70	66.77	41.83	108.6	142	54	248
435	AM, PM	70	81.15	32.44	113.59	185	41	266
436	AM, PM	70	49.94	7.11	57.05	133	11	159
437	AM, PM	70	87.01	45.22	132.23	149	52	243
438	AM, PM	70	66.05	41.78	107.83	129	49	231
439	AM, PM	70	41.74	24.37	66.11	109	28	170
440	AM, PM	70	57.26	27.82	85.08	144	33	219
441	AM, PM	70	82.07	22.5	104.57	135	28	174
442	AM, PM	70	46.08	39.59	85.67	105	43	158
443	AM, PM	70	58.04	42.31	100.35	121	46	193
444	AM, PM	70	67.2	11.05	78.25	136	12	200

Route Package #5

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S01	AM, PM	15	125.95	45.14	171.09	227	63	242
S02	AM, PM	15	74.72	26.84	101.56	162	27	168
S03	AM, PM	15	62.38	25.12	87.5	126	32	178
S04	AM, PM	15	39.55	15.43	54.98	132	26	203
S05	AM, PM	15	132.31	21.26	153.57	179	38	272
S06	AM, PM	15	108.13	27.13	135.26	230	36	293
S07	AM, PM	15	102.76	34.71	137.47	228	44	291
S08	AM, PM	15	116.02	19.02	135.04	277	28	267
S09	AM, PM	15	85.69	21.31	107	222	25	249
S10	AM, PM	15	54	10.05	64.05	113	15	117
S11	AM, PM	15	51.74	10.66	62.4	178	15	162
S12	AM, PM	15	46.9	11.28	58.18	211	16	196
S13	AM, PM	15	44	9.85	53.85	128	14	176
S14	AM, PM	15	94.66	21.21	115.87	203	34	256
S15	AM, PM	15	43.12	4.55	47.67	174	9	180
S16	AM, PM	15	47.23	3.26	50.49	139	5	139
S17	AM, PM	15	58.18	17.35	75.53	195	25	264
S18	AM, PM	15	91.4	33.46	124.86	185	51	206
S19	AM, PM	15	72.45	29.28	101.73	169	40	218
S20	AM, PM	15	92.75	26.27	119.02	243	38	287
S21	AM, PM	15	115.78	17.72	133.5	216	27	232
S22	AM, PM	15	86.75	32.39	119.14	184	45	237
S23	AM, PM	15	96.77	30.87	127.64	146	31	214
S24	AM, PM	15	52.06	34.31	86.37	117	46	193
S25	AM, PM	15	88.21	33.09	121.3	244	35	282
S26	AM, PM	15	66.72	7.31	74.03	177	12	183

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S27	AM, PM	15	52.91	9.33	62.24	232	15	250
S28	AM, PM	15	117.3	19.54	136.84	238	30	282
S29	AM, PM	15	26.37	3.05	29.42	121	7	129
S30	AM, PM	15	22.96	8.64	31.6	96	15	113
S31	AM, PM	15	48.17	5.61	53.78	178	9	158
S32	AM, PM	15	91.76	5.37	97.13	187	7	212
S33	AM, PM	15	51.55	4.64	56.19	116	8	113
S34	AM, PM	15	50.7	9.97	60.67	131	15	114
S35	AM, PM	15	45.99	9.44	55.43	139	14	164
S36	AM, PM	15	60.39	35.91	96.3	219	41	262
S37	AM, PM	15	83.83	48.43	132.26	203	60	245
S38	AM, PM	15	25.89	7.05	32.94	81	9	94
S39	AM, PM	15	37.34	4.29	41.63	149	7	155
S40	AM, PM	15	12.85	0	12.85	73	0	73
S41	AM, PM	15	47.24	22.77	70.01	147	31	189
S42	AM, PM	15	31.61	12.86	44.47	103	13	125
S43	AM, PM	15	46	2.58	48.58	184	4	212
S44	AM	15	4.4	1.16	5.56	34	2	41
S45	AM, PM	15	86.5	42.62	129.12	115	36	173
S46	AM, PM	15	39.41	4.15	43.56	100	5	116
S47	AM, PM	15	13.11	0	13.11	57	0	57
S48	AM, PM	15	31.59	0	31.59	75	0	75
S49	AM, PM	15	30.91	9.53	40.44	71	19	129
S50	AM	15	16.16	0	16.16	44	0	44
S51	AM, PM	15	51.22	3.95	55.17	58	5	84
S52	AM, PM	15	75.72	13.95	89.67	172	22	211
S53	AM, PM	15	41.4	10.64	52.04	141	22	130
S54	AM, PM	15	30.16	38.64	68.8	77	43	139

Route ID	Component Types	Total Seats	Active Distance (km)	Deadhead Distance (km)	Total Distance (km)	Active Time (min)	Deadhead Time (min)	Total Time (min)
S55	AM, PM	15	60.52	20.58	81.1	165	30	180
S56	AM, PM	15	21.69	15.15	36.84	69	24	129
S57	AM, PM	15	47.74	8.16	55.9	158	11	182
S58	AM, PM	15	33.17	17.41	50.58	102	22	112
S59	AM, PM	15	48.1	10.69	58.79	144	16	127
S60	AM, NOON, PM	15	87.19	12.84	100.03	242	18	256
S61	AM, PM	15	36.34	0	36.34	122	0	122
S62	AM, PM	15	31.41	0	31.41	137	0	137
S63	AM, PM	15	27.49	1.32	28.81	103	4	111
S64	AM, PM	15	21.18	7.14	28.32	104	9	97
S65	AM, PM	15	47.65	10.57	58.22	147	17	192
S66	AM, PM	15	29.27	4.1	33.37	173	8	164
S67	AM, PM	15	111.86	21.98	133.84	235	18	276
S68	AM, PM	15	55.73	14.7	70.43	188	15	240
S69	AM, PM	15	13.64	0	13.64	74	0	74

APPENDIX E – CHECKLIST

The following check list can be used by Proponents to assist in ensuring their submission is complete.

Mandatory Submissions

- Complete SUBMISSION FORM
- Complete SUBMISSION PRICING FORM
- Proposal Security
- Letter of Surety

Mandatory Technical Requirements

- Preliminary Implementation Plan
- Site Selection Process
- Organizational Charts
- CVs / Resumes
- Staffing Plan
- Proposed Bus Driver / Bus Monitor Safety Training Program
- Student School Bus Safety and Evacuation Training Program
- GPS System Compatibility Confirmation
- Fleet Preventative Maintenance Program example
- Three (3) references in accordance with section C.4.8
- Responses to all Questions in Section C.4 “Rated Criteria”

APPENDIX F – DRAFT FORM OF AGREEMENT

The terms of the Contract Agreement that will be used for this project are provided in this appendix. The final agreement will be negotiated based on this Draft.

STUDENT TRANSPORTATION SERVICES - BUSING AGREEMENT

by and between

HALIFAX REGIONAL CENTRE FOR EDUCATION

and

•

•, 2019

CONFIDENTIAL

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THIS AGREEMENT is made as of the ____ day of _____, 2019

BETWEEN:

HALIFAX REGIONAL CENTRE FOR EDUCATION, having a principal office at 33 Spectacle Lake Drive, Dartmouth, Nova Scotia B3B 1X7 (the “**HRCE**”)

-and-

<**OPERATOR’S FIRM NAME**>, a body corporate with a principal office at <OPERATOR’S ADDRESS>, (the “**Operator**”)

RECITALS:

- A. In response to the “RFP #4031 – Student Transportation Service – Busing”, issued by the HRCE on or about July [●], 2019, as supplemented and amended from time to time, and as attached hereto as Schedule 8 (“**RFP #4031**”), the Operator submitted to the HRCE a proposal dated [●] (the “**Operator Proposal**”), and represented to the HRCE that it has the expertise, personnel, equipment, services and skills required to meet the requirements of the HRCE as set forth in RFP #4031.
- B. In reliance on representations made by Operator in the Operator Proposal and subsequent discussions, the HRCE selected the Operator over other prospective proponents to provide the HRCE with the Services (as defined below).
- C. The HRCE and the Operator want to specify the terms and conditions under which Operator will provide the Services to the HRCE.

NOW, THEREFORE, in consideration of the representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I
INTERPRETATION**

1.1 Defined Terms

Unless the context otherwise requires or unless otherwise defined in the particular Section or Schedule, all initially capitalized terms used in this Agreement (including the recitals hereto) will be interpreted in accordance with the definitions provided therefor in Schedule 1 - Definitions.

1.2 Articles, Sections and Headings

The division of this Agreement into Articles, Sections, subsections, paragraphs and Schedules, and the insertion of headings and an index are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Schedules attached hereto and the documents attached thereto form part of this Agreement. Unless otherwise specified herein, any reference herein to an Article, Section, subsection, paragraph or Schedule refers to the specified Article, Section, subsection or paragraph of; or Schedule to; this Agreement. In this Agreement, the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular part, Article, Section, subsection, paragraph or other provision hereof.

1.3 **Number and Gender**

In this Agreement, words importing the singular shall include the plural and vice versa and words importing one gender shall include all genders, unless the context otherwise requires.

1.4 **Inclusion**

Where the word “include”, “includes” or “including” is used in this Agreement, it means “include”, “includes” or “including”, in each case, “without limitation”.

1.5 **Business Days**

Any reference herein to “days”, that does not refer to Business Days, is a reference to calendar days. Unless otherwise specified herein, whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.6 **Computation of Time Periods**

Unless otherwise specified herein, in the computation of a period of time from a specified date to a later date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding”. Unless otherwise specified herein, all references to any time of day shall refer to the time of day in Halifax, Nova Scotia.

1.7 **Time of Essence**

Time shall be of the essence in this Agreement.

1.8 **Currency**

Unless otherwise specified, all dollar amounts referred to herein are expressed in Canadian dollars and exclusive of applicable taxes.

1.9 **Schedules**

The following Schedules are attached to and form an integral part of this Agreement:

Schedule 1	Definitions
Schedule 2	Bus Driver / Bus Monitor Safety Training Program
Schedule 3	Contract Management
Schedule 4	Rates
Schedule 5	Policies and Procedures of the HRCE
Schedule 6	Annual Employee Confidentiality
Schedule 7	Offence Declaration
Schedule 8	RFP #4031

1.10 **Priority**

If there is any apparent conflict or inconsistency between the provisions set forth in this Agreement and the provisions set forth in any Schedules, RFP #4031, any certifications provided by the Operator in response to RFP #4031 or the Operator Proposal, the document order of priority shall be as follows:

- (a) this Agreement;
- (b) any Schedule attached to this Agreement;
- (c) RFP #4031;
- (d) the certifications provided by the Operator in response to RFP #4031;
- (e) the Operator Proposal (including any schedules, appendices or exhibits attached thereto).

1.11 **Statutes and Regulations**

Any reference in this Agreement to all or any part of any statute, regulation, by-law or other legislative enactment shall, unless otherwise expressly stated, be a reference to that statute, regulation, by-law or legislative enactment or relevant part thereof as amended, substituted, replaced or re-enacted from time to time.

ARTICLE II SCOPE OF SERVICES

2.1 **Services**

Operator shall perform for and provide to HRCE all of the roles, obligations, functions and services provided for in this Agreement (including any Schedules) and RFP #4031, as such services may evolve or be supplemented, enhanced, modified or replaced from time to time in accordance with the terms of this Agreement (collectively, the "**Services**").

2.2 **Service Inclusions**

If any services, functions, responsibilities or tasks not specifically described in this Agreement or RFP #4031 are required for the proper performance of any of the Services and are inherent in or incidental to the performance of, or are usually performed by experienced and competent service providers / operators as part of, services comparable to the Services, such additional services, functions, responsibilities and tasks shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement.

2.3 **Non-Exclusivity**

The HRCE is not precluded by this Agreement from obtaining services from any other provider that may be similar or identical to the Services, and may also obtain services which are outside the scope of the Services from either Operator or any other provider / operator.

ARTICLE III TERM

3.1 **Initial Term**

This Agreement shall commence on [●] (the "**Effective Date**") and, unless extended as provided in Section 3.2, or terminated earlier in accordance with the terms of this Agreement, and except for the terms that are

expressed to survive pursuant to 15.1, continue for an initial term ending at 11:59 pm, Halifax time on the date that is (5) consecutive years from the Effective Date (the “**Initial Term**”).

3.2 **Renewal Term**

The HRCE shall have right in its sole and absolute discretion, to extend the Initial Term with respect to the Service for one (1) renewal period of twenty-four (24) months (the “**Renewal Term**” and, together with the Initial Term, the “**Term**”), by providing written notice in accordance with the terms of Section 15.1 to the Operator of the HRCE’s desire to extend this Agreement for the Renewal Term no later than ninety (90) days prior to the end of the Initial Term. The Operator shall then have fourteen (14) days to provide written notice in accordance with the terms of Section 15.1 to the HRCE of the Operator’s desire to renew or decline the opportunity to continue to provide the Services to the HRCE for the Renewal Term. Should the Renewal Term be declined by the Operator, the Agreement will terminate on 11:59 pm, Halifax time on the date last day of the Initial Term. Should the Operator renew for the Renewal Period, at the HRCE’s request, the Parties shall meet within thirty (30) calendar days of Operator’s receipt of the HRCE’s notice to proceed with a Renewal Term to negotiate modifications to the terms of this Agreement. If such negotiations are not requested or if the negotiations do not result in an agreement on different terms, the then-existing terms and conditions of this Agreement shall remain unchanged and in full force and effect during the Renewal Term. In the Renewal Term, an adjustment to the preceding year’s Base Rate, and Variable Rates will be allowed based on the annual percent change in the Consumer Price Index for the given year.

ARTICLE IV COMMUNICATION OF ROUTES AND SCHEDULES

4.1 **HRCE Responsibilities**

The HRCE shall determine and designate Route design, locations and times for picking up and dropping off Students, destinations, Student loads, Student Bus Stop lists, and Student information. Changes in Route design and/or locations for picking up and dropping off Students shall be determined and communicated in the online Student Transportation Management Suite by the HRCE to all necessary Parties. The HRCE will provide anticipated Routes for the next school year no later than the Friday immediately before August 1st for each year during the Term by way of the online Student Transportation Management Suite. Notwithstanding the publication of the anticipated Routes, changes / alterations and/or deletions of said Routes will be communicated by way of the online Student Transportation Management Suite and it is incumbent upon the Operator to review the online Student Transportation Management Suite daily. Any such communication and/or information posted on the online Student Transportation Management Suite shall be deemed as Notice given.

4.2 **Operator Responsibilities**

- (a) The Operator shall, during the Term, provide Services in accordance with Route documentation provided by the HRCE, which shall specify:
 - (i) the Route(s) for which the Services are to be provided subject to any amendments and/or updates by the HRCE from time to time;
 - (ii) the minimum size of vehicle to be used on each Route;
 - (iii) a Route schedule identifying Students who are eligible to ride the bus;
 - (iv) Students who have a medical protocol and/or Student travel plan which includes equipment; and
 - (v) the specified times for picking up and dropping of Students.

- (b) The Operator shall, during Term, review the online Student Transportation Management Suite daily for Route updates and ensure any changes are implemented as of the effective date provided therein.
- (c) The Operator shall be deemed to have been given Notice of any updates to Route schedules when the information is posted by the HRCE on the online Student Transportation Management Suite.
- (d) Subject to Section 8.2, the Operator hereby acknowledges and agrees that the occurrence of a Late Bus or Late Charter (as compared against the specified times for picking up and dropping of Students provided by the HRCE) shall be considered a “default” under this Agreement.
- (e) The Operator shall, during Term, have a representative on the Nova Scotia Pupil Transportation Advisory Committee (NSPTAC).

ARTICLE V OPERATOR

5.1 Relationship Between the Parties

Neither Party (nor any employee, subcontractor or agent thereof) shall be deemed or otherwise considered a representative, agent, employee, partner or joint venturer of the other. For clarity, for the purposes of this Agreement, the Operator shall be deemed in all respects to be an independent contractor, and in no event, shall it be deemed to be an employee or agent of the HRCE. Further, neither Party (nor any employee, subcontractor or agent thereof) shall have the authority to enter into any Contract, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided in this Agreement.

5.2 Operators Right to Provide Services to Other Regional Centres

Notwithstanding anything else to the contrary contained herein, the Operator shall be permitted to provide Services to any other Regional Centre, provided that the provision of services to any or all of the other Regional Centres does not otherwise impair, or detrimentally affect, the provision of the Operator’s Services under this Agreement, as determined by the HRCE in its sole discretion.

5.3 Operator Deemed to be in the Business of Carrying Passengers for Compensation

The Operator shall be deemed to be in the business of carrying passengers for compensation, notwithstanding payment or lack of payment under the terms of this Agreement.

5.4 Operator Representations and Warranties

The Operator represents and warrants to the HRCE that:

- (a) No person, firm or corporation, other than the Operator, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the HRCE, has any interest in this Agreement.
- (b) No member, officer or employee of the HRCE, except those that are expressly declared as interested and approved in writing by the HRCE, is, will be, or has become interested, directly or indirectly, as a contracting Party, partner, stockholder/shareholder (except via ownership through mutual funds or similar publicly traded instruments), broker, surety or otherwise, in the performance of the Agreement, the supply of Services, work or business

in connection with the Agreement, in any portion of the profits thereof, or in any of the monies to be derived therefrom.

- (c) The Operator Proposal or price quotation submitted by the Operator, relating to this Agreement, was made without any connection, knowledge, comparison of figures or arrangement with any other person making a proposal for the same work, and was, in all respects, fair and absent of collusion or fraud.

5.5 **No Assignment or Subcontracting Without Consent and Change of Ownership**

- (a) The Operator shall not assign this Agreement or subcontract any of the Services to be provided hereunder, without the prior consent in writing of the HRCE, which consent may be arbitrarily withheld.
- (b) If the Operator is a corporation, the Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator, or holding directly or indirectly voting control of the Operator at the time of entering into this Agreement, shall not without the prior written consent of the HRCE, sell, assign or otherwise dispose of the majority of voting shares of the Operator, whether through one or through a series of transactions or cease to hold directly or indirectly, voting control of the Operator.
- (c) Failure to obtain the HRCE's consent in writing prior to the sale or assignment of this Agreement to a new owner, will render the Agreement null and void at the HRCE's sole discretion, if the change(s) in ownership is/are unacceptable to the HRCE due to items such as but not limited to ability to perform well, Route limitation, financial wherewithal and absence of pending or threatened litigation with the HRCE.

5.6 **The Operator's Personnel and Responsibility**

- (a) The Operator shall appoint an individual, as agreed to by the Operator, who shall be authorized to act as a primary point of contact with the HRCE, and who shall be responsible for the efficient operation of the Services (the "**Operator Account Manager**"). All requests for consents or approvals required from the Operator shall be made through the Operator Account Manager.
- (b) The Operator shall be responsible for obtaining all licenses, authorizations and permits under applicable law and regulations, in order to perform the Services. The Operator shall have the financial responsibility for all fees and taxes associated with such licenses and permits as are required by the Operator generally to carry on its business.
- (c) The Operator shall identify the impact of amendments to applicable laws and regulations on its ability to deliver the Services and shall promptly notify the HRCE of any such impact and shall work with the HRCE to identify the impact of the amendments on how the HRCE receives the Services. The Operator shall promptly make any resulting modifications to the Services as necessary upon amendments to applicable laws and regulations.
- (d) The Operator shall be responsible for any fines or penalties imposed on either the HRCE or the Operator arising from the non-compliance by the Operator, or its agents, with laws respecting the delivery of the Services.
- (e) The Operator shall ensure each Bus Driver:
 - (i) supervises the loading and unloading of each school bus at each pick-up and drop-off location in accordance with applicable law and industry standards;

- (ii) is knowledgeable of all applicable laws, rules and regulations affecting the operation of school buses and standards of conduct;
 - (iii) complies with all federal, provincial and local traffic laws while providing Services; and
 - (iv) carries appropriate identification while providing Services.
- (f) The Operator shall ensure each Bus Monitor:
- (i) monitors the health and safety of the Students; and
 - (ii) supervises and assists the Students getting on and off the school bus and during school bus trips to ensure the security of the Students in their seats or wheelchairs.

5.7 Compliance with Acts, Regulations, Statutes and Policies

- (a) Operator Responsibilities
- (i) at all times that the Operator is providing Services under this Agreement, the Operator shall comply with the list of acts and regulations, provincial and federal statutes set out by the DTIR, D250 Standards, Transport Canada, Federal and Provincial Government relating to operating a business in Nova Scotia and safe transportation of Students; and
 - (ii) the Operator will comply with all aspects of HRCE policy and procedures including compliance with and ensuring the Bus Driver complies with the HRCE's published policies and related procedures. Policies and procedures are available through the HRCE's website.
- (b) HRCE Responsibilities
- (i) Any changes, additions or deletions to HRCE's published policies and procedures for Student transportation during the term of this Agreement will be disclosed to the Operator by way of email before the start of each school year, which shall be deemed as Notice given.

5.8 Indemnification by the Operator

The Operator, for itself, its heirs, executors, administrators, successors and assigns, shall indemnify and hold harmless the HRCE, their respective directors, officers, employees, successors and assigns, (hereinafter collectively referred to as the "**Indemnified Parties**") from any and all manner of damage or injury, claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise, arising out of or incurred by reason of the Services provided by the Operator under this Agreement and, in particular and without limiting the generality of the foregoing, arising out of the breach by the Operator, its affiliates, employees, agents, subcontractors or by those for whom the Operator is otherwise at law responsible, of any of their respective obligations under this Agreement. The Operator acknowledges that its liability hereunder shall continue notwithstanding the fact that the Services may be provided through the operation of a motor vehicle on a private road or other private property rather than on a public highway or in a location other than the Route or Routes specified in the Route schedule as provided by the HRCE. The provisions of this Article are limited to the acts and omissions of the Operator, its affiliates, employees, agents, subcontractors or by those for whom the Operator is otherwise at law responsible, and is not intended to apply to the negligence of the HRCE.

5.9 Audit Rights

The HRCE reserves the right to appoint staff and/or an independent organization to perform a vehicle / driver safety audit, or administrative process audit at any time during the Term. The Operator shall, on reasonable notice, make such books, records and accounts readily available to the HRCE / auditor for the audit (see Schedule 3 – Contract Management, for an unexhaustive list of the items that the HRCE may audit during the Term).

5.10 Evidence of Financial Ability

The Operator shall, if requested by the HRCE during the Term, and on thirty (30) calendar days written Notice, provide such evidence as is reasonably acceptable to the HRCE, of its financial ability to satisfactorily carry out this Agreement for the duration of the term hereof. Evidence that is reasonably acceptable includes one or more of:

- (a) audited, or if not available, unaudited third Party reviewed financial statements, prepared or submitted by an individual, individuals or company with a licensed Public Accountant designation, for the most recently ended fiscal year and for the two (2) years preceding; and/or
- (b) cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a licensed Public Accountant, and/or;
- (c) reference letters, from Canadian financial institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator.

5.11 Obligation During Inclement Weather

For every Business Day, the Operator shall regularly monitor the weather forecast and weather conditions / temperature to be prepared for inclement weather days / cold weather starts. In the event of an inclement weather day / cold weather start day, as exclusively determined and directed by the HRCE, in its sole discretion, in accordance with the HRCE's "inclement weather guidelines":

- (a) the Operator shall perform an early morning road check (to be completed before 5:00 A.M.) based on their assigned / designated area as determined by the HRCE and integrate with the HRCE operations team in accordance with the HRCE's "inclement weather guidelines"; and
- (b) the Operator will ensure a sufficient number of back-up staff are available in the event that regular staff are unavailable.

5.12 Inadmissibility of Charter Runs

The Operator covenants that during the Term it shall transport Students in accordance with the specifications contained in this Agreement. The Operator will not permit charter runs or other fares to prejudice the operation of any regular Route that it is receiving payment for from the HRCE.

5.13 Driver Abstract and Commercial Carrier Fitness Rating

- (a) The Operator will make available to the HRCE an up-to-date Driver Abstract for any driver at any time upon request of the HRCE.
- (b) The Operator will make available to the HRCE proof of license for Commercial Vehicle Operation in accordance with the *Motor Carrier Act*. The Operator shall provide notice in

writing to the HRCE of any change in status to its Commercial Carrier Safety Fitness Rating within five (5) Business Days of being informed of the change.

5.14 Criminal Background Checks for Employees

- (a) The Operator covenants and agrees that it will not engage any Bus Driver or other employee who may come into direct contact with Students on a regular basis, or who may have access to Student information to provide Services hereunder, where such Bus Driver or other employee has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the Students of the HRCE. For the purposes of this Agreement, the HRCE shall determine in its sole and unfettered discretion whether an employee of the Operator may come into direct contact with Students on a regular basis, or who may have access to Student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of Students.
- (b) The Operator covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code of Canada, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police (RCMP) at the Canadian Police Information Centre (collectively referred to as “Criminal Background Check” and “Vulnerable Persons Search”), together with an Offence Declaration, as set forth in Schedule 7 – Offence Declaration (or other HRCE approved form) (each, an “**Offence Declaration**”) for every Bus Driver or other employee of the Operator who may have access to Student information prior to the occurrence of such possible direct contact or prior to having access to Student information and on or before September 1 each year thereafter with respect to Offence Declarations. The Operator will ensure Criminal Background Checks with Vulnerable Persons Search, as described above, will be conducted at a minimum of every five (5) years for all employees identified above. Offence Declarations will be completed on years where a Criminal Background Check with Vulnerable Persons Search are not conducted. Updated and most current records will be retained on file at the Operator’s branch of head office.
- (c) The Operator agrees to indemnify and save harmless the HRCE and their respective directors, officers, and employees, from all claims, liabilities, expenses and penalties to which they may be subjected on account of: the Operator engaging a Bus Driver or other employee in contravention of this Agreement above; or the Operator’s failure to retain a Criminal Background Check with Vulnerable Persons Search or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. In addition to and notwithstanding anything else herein contained, if the Operator; engages a Bus Driver or other employee in contravention of this Agreement, or fails to retain a Criminal Background Check with Vulnerable Persons Search and an Offence Declaration for any Bus Driver or other employee of the Operator who may come into direct contact with Students on a regular basis, or who may otherwise have access to Student information prior to the occurrence of such possible direct contact, or prior to having access to Student information and on or before September 1 each year thereafter with respect to Offence Declarations, then the HRCE will have the right to immediately terminate this Agreement, without notice and without cost or penalty, and without prejudice to any other rights which it may have in this Agreement, in law or in equity.
- (d) The HRCE shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Operator for the purposes of reviewing the Criminal Background Checks with Vulnerable Persons Search and Offence Declarations. The Parties acknowledge and agree that it is contemplated that the HRCE will attend to such reviews at least twice per annum during the term, and any renewal thereof.

- (e) In the event that any of the Criminal Background Check with Vulnerable Persons Search or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the HRCE in the circumstances and in its sole and unfettered discretion, then the HRCE will have the right to request that the Operator prohibit the Bus Driver or other employee of the Operator from providing Services to the HRCE hereunder. Upon such request, the Operator will forthwith affect such removal from service to the HRCE, without prejudice to any other rights which the HRCE may have in this Agreement, in law or in equity.
- (f) In the event that the Operator does use or permit any such Bus Driver to provide any of the Services as identified in this Agreement, the HRCE may, in its sole and absolute discretion, immediately terminate this Agreement, without notice and without cost or penalty, and may charge back to the Operator any costs associated with obtaining replacement Services for the remaining portion of the term of this Agreement and any renewal thereof.

5.15 **Start-Up Requirements**

- (a) The Operator shall ensure that Bus Drivers are familiar prior to school start-up with the relevant sections of this Agreement.
- (b) To ensure preparedness for and facilitate a successful school start-up, the Operator further acknowledges that each year during the Term, no less than fifteen (15) Business Days prior to the first day of Service, the HRCE reserves the right to audit the Operator's readiness with respect to the upcoming school transportation year. The Operator shall demonstrate to the HRCE by no later than the aforementioned timeframe its general readiness for all Routes assigned to such Operator, to the satisfaction of the HRCE, and failing which, the HRCE retains the right to reassign any portion of the Routes to a third Party, at the HRCE's sole discretion upon written notice to the Operator. The Operator shall demonstrate readiness, without limitation, as defined in Schedule 3 – Contract Management, noting this list is not exhaustive and may be amended from time to time at the sole discretion of the HRCE. Updates to Routes will be posted to the online Student Transportation Management Suite which shall be deemed to be notice given.
- (c) To facilitate a successful school start-up, the HRCE values the feedback and observations from the Operator on planned Routes. Once the Routes are released to the Operator in August of each year, the Operator must review each Route schedule and communicate to the HRCE any safety or timing issues. The Operator Account Manager must sign off that each Route has been thoroughly reviewed and that trial Runs have been completed.
- (d) Trial Runs must be completed to collect "on the ground" feedback. The Operator shall ensure that all Bus Drivers perform Trial Runs of their Route(s) preceding the first day of school each year, and prior to implementing any Route adjustment, for the term of this Agreement at no cost to the HRCE. The Operator shall report any timing issues or routing suggestions to the HRCE.
- (e) Spare Bus Drivers must also be required to become familiar with Routes and service area.
- (f) Immediately upon the completion of the analysis of Runs, all issues or concerns must be reported to the HRCE. The HRCE will provide the Route changes through the online Student Transportation Management Suite as they are updated. Each Trial Run must be signed off as completed by the Operator Account Manager in the format required by the HRCE. Trial Runs may be requested throughout the school year by the HRCE.

- (g) When the HRCE requests that Route / Run verification be performed during the school year, the Operator will be compensated the Route / Run Verification Rate as per Schedule 4 – Rates.
- (h) Drivers of wheelchair accessible vehicles shall contact each family and offer to visit the Student's home to meet the Student and parent / guardian and perform a trial student securement. All concerns regarding Student safety / securement must be reported to the HRCE at least five (5) Business Days before the official start of the school year.
- (i) Prior to school start-up each year, the Operator must test each GPS unit to ensure the unit is fully functional, sensors detected / reporting and that the vehicle is mapped to the Route.

5.16 Extra-Curricular Transportation

- (a) The Operator shall supply and maintain such number of school buses and personnel as are reasonably required to fulfill HRCE's needs for extra-curricular transportation.
- (b) Notwithstanding the provisions of Section 5.16(a), the HRCE and the Operator recognize that the Operator will occasionally not be able to provide extra-curricular transportation, therefore, the Parties agree that the Operator may decline a particular booking or notify the school having booked an Extra-Curricular Trip that it is unable to provide extra-curricular transportation due to interference with the provision of Service, provided that the Operator shall give the school not less than seven (7) calendar days' notice that it is unable to provide such Service.

5.17 Break / Resumption in Service

The Operator shall provide on-time Service after each break in Service (i.e. December break, March break, summer break, and weekends) by ensuring all vehicles (including park outs) are mechanically ready and drivers are available when Service resumes.

5.18 Idling Policy

The Operator must have a written anti-idling policy. The policy must include prohibiting any idling on school property with the exception of wheelchair vehicles. Furthermore, the Operator must inform all Bus Drivers of this policy and shall monitor to ensure compliance.

5.19 Drug and Alcohol Policy

The Operator must have a detailed drug and alcohol policy that complies with applicable laws. Additionally, the Operator must have a written process in place for addressing allegations and/or suspected non-compliance. The Operator will provide to the HRCE, upon request, a copy of this policy. Any subsequent revision of the policy will be provided to the HRCE.

5.20 Child Check Policy

The Operator must have a written policy / procedure for an electronic and/or manual child check process.

5.21 Winter Preventative Maintenance and Cold Start Policy

- (a) The Operator must have a winter preventative maintenance schedule for the Service Fleet. The preventative maintenance schedule must include fuel conditioning adjustments, solutions to address frozen locks and sufficient battery capacity during cold weather conditions to ensure on-time Service delivery.

- (b) The Operator must have a written "Cold Start Policy / Procedure" which outlines temperature threshold(s) and includes the obligations in Section 5.11 (obligations in inclement weather).

5.22 Bus Driver Recruitment and Retention

The Operator must have a robust Bus Driver recruitment and retention strategy to ensure on-time Service delivery throughout the term of this Agreement. This may include, but not be limited to, Bus Driver job fairs, media advertisement, open houses, benefit packages, employee appreciation initiatives, compensation for Deadhead (travel time to first pick-up / from last drop-off) and Bus Driver workshops.

5.23 Internal Communication

- (a) The Operator must have a dispatcher on duty prior to morning Routes to ensure on-time Route coverage. Additionally, the Operator must have a dispatcher on duty in the afternoon until all Routes are clear.
- (b) The Operator must maintain a 24-hour communication method for Bus Drivers to report absences and other emergency situations.
- (c) The Operator must have a process and resources in place to ensure on-time Service delivery should a regular Bus Driver be unable to work. This process must include a daily Bus Driver check in method both morning and afternoon. It is expected that the Operator will have appropriate support during peak times and times of inclement weather.
- (d) The Operator must have a process in place for the Bus Driver to report Route feedback.
- (e) The Operator shall maintain a 24-hour telephone answering system and email to receive transportation information from the HRCE and stakeholders.

5.24 Customer Service and Internal Performance Monitoring

The Operator must measure and identify operational successes and deficiencies. In addition, the Operator must have a process in place to address identified deficiencies. At a minimum, the Operator should develop key performance indicators on collisions, incidents, on-time performance and Bus Driver turnover. Upon request, the Operator will provide a copy of the key performance indicators.

5.25 Disaster Recovery Requirements

The Operator must ensure they have a business continuity plan in place to minimize the Service disruption in the event of a disaster. This shall include a back-up of Bus Driver files, collision and incident reports and Route schedules. Upon request, the Operator agrees to share this plan with the HRCE.

5.26 Safety Program

Upon written request, the Operator shall make available to the HRCE a complete copy of its current safety program. Further, the Operator shall cooperate with the HRCE in the implementation and reasonable revision or redevelopment of the program.

5.27 Confidentiality

The Operator must keep private, treat as being confidential, and not make public or divulge during, as well as after, the Term, any information or material to which the Operator or one (1) of its employees becomes privy to as a result of the performance of this Agreement or any part thereof, without having obtained in writing the prior consent of HRCE. Every year during the Term, employees or subcontractors of the Operator

who are performing Services under this Agreement shall duly sign and deliver to the HRCE the Annual Employee Confidentiality agreement set forth in Schedule 6 – Annual Employee Confidentiality.

5.28 FOIPOP

As a public body, the HRCE is subject to provincial legislation including the Nova Scotia *Freedom of Information and Protection of Privacy Act* (“**FOIPOP**”). Proposals, bid submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, the HRCE is subject to the disclosure and protection of information in accordance with that legislation. The Operator is recommended to visit the following websites for more information on FOIPOP: <https://novascotia.ca/just/IAP/> and <https://oipc.novascotia.ca/>

5.29 PIIDPA

- (a) The Province of Nova Scotia is required to comply with the *Personal Information International Disclosure Protection Act* (“**PIIDPA**”). PIIDPA creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, disclosure of and access to personal information outside of Canada, except as necessary or otherwise required by law. The Operator is recommended to visit the following PIIDPA websites for more information on PIIDPA:
 - (i) https://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm
 - (ii) <https://novascotia.ca/just/IAP/PIIDPAquest.asp>
- (b) The Operator acknowledges and confirms that it is a “service provider” as defined in PIIDPA, that the Operator has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the HRCE entering into the Agreement with the Operator that the Operator irrevocably undertakes covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.
- (c) The Operator further covenants, warrants and represents to the HRCE that it must not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the HRCE in response to any “foreign demand for disclosure” or permit or allow the “unauthorized disclosure of personal information” as each of those terms are defined in PIIDPA.
- (d) The Operator must implement and strictly enforce security arrangements that must ensure that all personal information that it collects or uses on behalf of the HRCE is protected at all times from unauthorized access or disclosure and must confirm in writing to HRCE, upon request, the details of such security arrangement. The Operator also agrees to implement and enforce any additional security procedures as may be required by the HRCE from time to time to protect the personal information that the Operator collects on behalf of HRCE. The HRCE will be authorized, upon giving prior written notice to the Operator, to enter the premises of the Operator during normal business hours for the purpose of conducting an audit of the security arrangement referenced herein.
- (e) All personal information that the Operator obtains or becomes aware of while providing Services to the HRCE is exclusively the property of the HRCE and is not and must not be or be deemed to be the property of the Operator. The Operator acknowledges and agrees that it must not, in any way or in any degree, either directly or indirectly, acquire any rights to use or own any such information other than the right to use it for the sole purpose of fulfilling its obligations to the HRCE under the Agreement.

- (f) The Operator must ensure the confidentiality of any Student information, including as a minimum, but not necessarily limited to, such personal information as age, sex, address, phone number, siblings and parents / guardians of the Student.

ARTICLE VI INSURANCE & SURETY

6.1 Evidence of Insurance

The Operator shall provide to the HRCE:

- (a) not less than fifteen (15) calendar days before the Effective Date;
- (b) annually or upon renewal date; and
- (c) at any other time during this Agreement on fifteen (15) calendar days prior written notice,

evidence in the form of a certificate of insurance (certified copy of an insurance policy), issued by the underwriting company licensed to do business in the province of Nova Scotia, providing at least the minimum insurance coverage outlined in this Article VI. The insurance certificate must have the HRCE added as an additional insured.

6.2 Insurance Coverage

- (a) The Operator shall maintain, in respect of each motor vehicle used for transporting students, automobile insurance with an insurance company licensed to do business in the Province of Nova Scotia, insuring the Operator for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows:
 - (i) commercial general liability insurance, including but not limited to, products liability and completed operations, contractual liability, attached machinery extensions, endorsement, for a combined single limit of no less than \$2,000,000 per occurrence;
 - (ii) commercial auto liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$5,000,000 per occurrence;
 - (iii) garage liability in the amount of \$2,000,000; and
 - (iv) excess liability (umbrella form) \$18,000,000 per occurrence. This umbrella insurance must be in excess of garage liability, commercial general liability and commercial automobile liability,

provided that should the amount of such insurance coverage as prescribed under the *Motor Carrier Act* or under any other relevant act be greater than the aggregate as set out in 6.2(a)(i) to 6.2(a)(iv) above, the amount prescribed by such act shall be maintained by the Operator.

- (b) Changes to insurance coverage required by the HRCE occurring during the Term that affect cost elements of the provision of Services under this Agreement will be subject to the provision of compensation to the Operator by the HRCE covering those cost increases.
- (c) Changes to insurance coverage required by legislative or regulatory changes occurring during the Term, which affect cost elements of the provision of Services under this Agreement will be subject to negotiated changes between the Operator and the HRCE.

- (d) In addition to automobile insurance coverage, the Operator shall provide comprehensive general liability insurance in an amount of not less than \$18,000,000, inclusive, and such policy shall name the HRCE as an “additional insured party”.

6.3 Changes to Insurance by Insurer

The certified copies of all policies of insurance delivered to the HRCE pursuant to this Article VI shall contain a provision to the effect that such policy will not be materially altered or cancelled by the insurer without at least thirty (30) calendar days written notice to the HRCE. No insurance shall be cancelled without evidence of sufficient replacement insurance, acceptable to the HRCE and compliant with the terms of this Agreement being provided in advance.

6.4 Field Trips and Extra-Curricular

For clarity, the foregoing coverage will also be maintained by the Operator for special operations such as Co-Curricular and Extra-Curricular Trips.

6.5 Evidence of Workers' Compensation Board of Nova Scotia Coverage

By August 15 for each year during the Term, and not less than fifteen (15) calendar days before the first day of the Renewal Term, if applicable, or at any other time during the Term upon request by the HRCE, the Operator shall, within fifteen (15) calendar days of such request, provide for “Mandatory Coverage” through the Workers' Compensation Board for all persons employed in connection with this Agreement as may be required by the *Workers' Compensation Act* and shall furnish proof of coverage under the Act and a clearance certificate indicating that the Operator is in good standing and that all premium payments are current. The Operator covenants and agrees to pay when due all amounts required under the *Workers' Compensation Act*, failing which, the HRCE shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or inequity to pay the Workers' Compensation Board any amount due pursuant to the *Workers' Compensation Act* unpaid by the Operator and to deduct such amount from any amount due and owing to the Operator pursuant to this Agreement together with all costs incurred by the HRCE in connection therewith.

6.6 Surety Bonds

- (a) In this Section 6.6 (i) “**Surety**” means a person or entity approved in accordance with the provisions hereof which has provided a Performance Bond or other Surety Bond in accordance with the provisions herein; and (ii) “**Surety Bond**” means a Performance Bond and any other bond required to be provided by the Operator as security for the performance of its obligations under the Agreement to be issued by a Surety in a form and substance approved by the HRCE, and which shall otherwise be in compliance with the provisions of this Section 6.6; (iii) “**Performance Bond**” means a performance bond described in and which otherwise satisfies the requirements of this Section 6.6.
- (b) Within thirty (30) days of the execution of this Agreement, the Operator shall provide the following Surety Bonds to the HRCE for approval: a Performance Bond issued by a Surety securing the performance of the Agreement by the Operator and the Performance Bond shall name the HRCE as the obligee. The Performance Bond shall provide comprehensive coverage for all aspects of performance of the Services, be in a form consistent with the most recent Canadian Construction Documents Committee's form or otherwise satisfactory to the HRCE, be consistent with the terms of this Agreement and have an aggregate value of not less than \$5,000,000 for the duration of the Term. The Performance Bond shall remain in place for the duration of the Term. Neither non-renewal by the Surety, nor failure or inability of the Operator to file a replacement bond in the event the Surety exercises its right to not renew this Performance Bond, shall itself constitute a loss to the obligee recoverable under this bond or any extension thereof. All Surety Bonds shall be issued by

financially sound insurers licensed to carry on business in Canada and Nova Scotia, and shall be subject to approval by the HRCE, such approval not to be unreasonably withheld.

ARTICLE VII ROUTE PARAMETERS

7.1 Route Package Allocation and Limitations

- (a) With the intent of competition and diversity, the maximum permissible number of transportation Route Packages under the control, whether directly or indirectly, of a single Operator shall not exceed two (2) Route Packages with the exception of Section 7.1(b).
- (b) If the HRCE experiences one or more of the following circumstances, the HRCE has the right to exceed the Route Package limitations set out in Section 7.1(a):
 - (i) increase in eligible students' due to enrolment or policy change;
 - (ii) Service issues causing reallocation of Routes;
 - (iii) mutual termination of a contract; or
 - (iv) there are no other qualified, available alternative service providers.

Allocated Routes are intended to be consistent for the duration of the Term. Schedule 3 – Contract Management, outlines how annual adjustments may be made based on the yearly contract performance.

7.2 Transporting Students

The Operator shall, during the Term, transport Students designated by the HRCE.

7.3 Route Distribution

The Operator shall strictly comply with the Route schedule supplied by the HRCE. No changes in Route schedules shall be made without prior authorization from the HRCE. The Operator shall have a process in place to ensure each Bus Driver has a current copy of the Route schedule which must be kept secured in the vehicle. Route schedules and updates will be available to the Operator via the online Student Transportation Management Suite. The Operator must ensure a current copy of the Route schedule be issued to regular and spare Bus Drivers. Outdated copies of Route schedules are to be turned in to the Operator and destroyed.

7.4 Unauthorized Route Alterations / Modifications Without HRCE Consent

The Operator shall not, without prior Notice to the HRCE, and without specific prior acceptance of such Notice, use Route doubling or modify Routes for its own purpose. Where unauthorized modifications are discovered, adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required Service. Unauthorized Route alterations may result in escalation of progressive penalty under Article XIII.

7.5 Pick-up and Drop-off Locations and Timing

- (a) Students must be delivered to the respective schools operated by the HRCE no later than five (5) minutes prior to the commencement of the school day as signified by the ringing of the start bell (listed in RFP). Arrival times will be designated by the HRCE in the Route schedule.

- (b) While in service, the Operator's vehicles shall stop only at those locations designated for the picking up and dropping off of Students pursuant to the assigned Routes, ensuring that all Students are picked up and dropped off only at a location so designated by those Routes.
- (c) In addition, the Operator's vehicle shall not deliver Students to the respective schools operated by the HRCE earlier than twenty (20) minutes prior to the commencement of the school day as signified by the ringing of the start bell (listed in RFP), unless otherwise stipulated by the HRCE. Arrival times will be designated by the HRCE in the Route schedule.
- (d) Further, the Operator's vehicle shall pick-up Students at the respective schools not later than twenty (20) minutes after the dismissal bell and deliver same to their respective or designated drop-off points, unless otherwise stipulated by the HRCE. Pick-up times will be designated by the HRCE in the Route schedule.

7.6 Service Days

For planning purposes, we assume 187 service days per school year.

ARTICLE VIII SERVICE PARAMETERS

8.1 Bus Stop Times and Locations

While in service, the Operator's vehicles shall stop only at those locations designated for the pick-up and drop-off of students identified on the Route schedule as determined by the HRCE. The Operator must adhere to the Bus Stop times indicated on the Route schedule. Subject to Section 8.2, the Operator hereby acknowledges and agrees that the occurrence of a Late Bus or Late Charter (as compared against the specified times for picking up and dropping of Students provided by the HRCE) shall be considered a "default" under this Agreement.

8.2 Notification of Delays

- (a) If the Operator is aware of a delay prior to Route time, the Operator shall post this delay via the online Student Transportation Management Suite a minimum of fifteen (15) minutes prior to Route start time to ensure all stakeholders are notified.
- (b) If the Operator is made aware of a delay during a Route that may cause Students to arrive at their respective schools or Bus Stops at a time more than ten (10) minutes later than the usual scheduled time, the Operator shall post this delay via the online Student Transportation Management Suite immediately.
- (c) All delay postings must be reported accurately (i.e. component type, time of day, length of delay, reason, Route / Run number) and in a timely manner. The Operator will immediately dispatch a replacement vehicle in the event of a breakdown.
- (d) The following occurrences regarding delays will result in escalation of progressive penalty under Article XIII:
 - (i) Repeated delays within the Operator's control, as determined by HRCE in its sole discretion;
 - (ii) Operator not posting known delays before Route time;

- (iii) Operator making late cancellation of postings to the online Student Transportation Management Suite;
- (iv) Operator's repeated (which the Parties acknowledge and agree shall be deemed to be more than three occurrences) inaccurate posting of delay Data on the online Student Transportation Management Suite; and
- (v) Operator's non-compliance with outlined response time.

8.3 Breakdown Response Time

In the event of a vehicle breakdown including a "no start", the Operator must be able to deploy a replacement vehicle immediately. Notifications of any resultant delay shall be in accordance with Section 8.2.

8.4 Incident Response

In the event of an incident involving a school bus, a manager / safety supervisor must be deployed to the site immediately if injuries are reported. Notifications of any resultant delay shall be in accordance with Section 8.2 and all HRCE policies / procedures (including those forth in Schedule 5 – Policies and Procedures of the HRCE) with respect to incident response shall be followed.

8.5 Spare Driver and Spare Driver Ratio

- (a) To ensure the continuation of Service, the Operator must have a minimum of ten (10) percent spare ratio of Bus Drivers for the number of Routes serviced. The spare Bus Driver ratio shall not include office, maintenance or safety staff. The Operator will provide a weekly Route / Bus Driver status report to the HRCE on a form provided by the HRCE and in accordance with the terms thereof.
- (b) The Operator shall ensure that all spare Bus Drivers are familiar with the service area, school locations and school bus loading procedures. The Operator must ensure the spare Bus Driver has a current Route schedule, Student travel plan if required, as well as appropriate dispatch support.

8.6 Route Doubling

The Operator shall not, without prior Notice to the HRCE, and without specific prior acceptance of such Notice, use Route doubling. For further clarity, it is the expectation of the HRCE that there is a Bus Driver for each Route, every day. If the Operator can find efficiencies through Route doubling and provide on-time Service, the Operator shall notify the HRCE to discuss these changes. Unauthorized Route doubling may result in penalty.

ARTICLE IX VEHICLES

9.1 Vehicle Provision

The Operator must provide and maintain:

- (a) one (1) school bus (with 70-72 passenger minimum capacity) for each Home to School Service Route identified in RFP #4031 (or as required to meet the current Service delivery standard);

- (b) spare school buses (with 70-72 passenger minimum capacity), at a rate of ten (10) percent of the school buses required in 9.1(a) to accommodate breakdowns and inspections without reduction or impact to the Service delivery standard;
- (c) one (1) wheelchair accessible school bus for each Special Needs Route identified in RFP #4031 (i.e. four (4) wheelchair positions and ambulatory passenger capacity); and
- (d) spare wheelchair accessible school bus at a rate of ten (10) percent of the school buses required in 9.1(c) to accommodate breakdowns and inspections.

9.2 Licensing and Equipment

All vehicles used for transporting Students pursuant to this Agreement must be properly licensed and equipped according to currently applicable federal, provincial and municipal laws and regulations and, without restricting the generality of the foregoing, must comply with the requirements of the *Motor Carrier Act*, *Motor Vehicles Act* and all other acts and regulations governing public transportation.

9.3 Passenger Loading Specifications

At no time will the number of Students in any vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Additionally, under no circumstances shall any Student be required or permitted to stand or sit on the floor of the vehicle while the vehicle is in motion. Overload conditions will be reported to the HRCE.

9.4 Vehicle Age

- (a) The Operator's Service Fleet must not have any vehicles older than ten (10) years at the commencement of the school year from the date of manufacture.
- (b) This vehicle age restriction shall also apply to school buses used to transport Students including spare buses and for Extra-Curricular and Co-Curricular Trips.
- (c) Vehicles used in the provision of Services shall conform to the maximum age specifications as at August 1 and each day throughout the year during the Term.
- (d) In exceptional circumstances, vehicles in excess of the maximum age may be approved by the HRCE with an approved safety certificate and must meet standards as per Section 9.1. This approval must be in writing prior to September 1 for each year of the Term. If authorized, this will be on a temporary basis based on circumstance. If an Operator uses a vehicle that is not in compliance with the maximum age specifications without prior approval from the HRCE, penalties may be imposed as described in Article XIII.
- (e) The Operator shall file with the HRCE a rolling stock report stating the make, model, vehicle license, fleet unit number, seating capacity and date on the vehicle warranty card, the vehicle model year and assigned Route number, including spare vehicles. The rolling stock report shall be submitted to the HRCE on or before September 1st annually during the Term.

9.5 Mini-Vans

- (a) Where mini-vans are used, the passenger doors shall be equipped with childproof locks which would prohibit the doors from being opened from the inside of the vehicle, but would allow the doors to be opened from the outside of the vehicle.

- (b) Children twelve (12) years of age or younger will not ride in the front seat in any vehicle equipped with front seat air bag safety devices.
- (c) Mini-vans must have the Operator logo clearly located on both the driver and passenger side doors and be marked with "School Purpose Vehicle" on the back of the vehicle.
- (d) Mini-vans must have snow season tires installed from November 15 through April 15 at a minimum.

9.6 **Car / Booster Seats**

The Operator will supply car seats / booster seats for eligible students if required.

9.7 **Vehicle Communications**

The Operator shall ensure that each vehicle is equipped with a two-way radio or alternatively, an equally reliable means of communication and that contact with the Operator's main dispatcher will be maintained at all times during the scheduled vehicle Routes.

9.8 **Video Surveillance Equipment**

Each Service Fleet vehicle, including spare vehicles, must be equipped with camera technology to monitor safety and operation of the vehicle. Handling the video, including viewing and storage of recorded materials, must be in accordance with any HRCE guidelines and the FOIPOP Act. The Operator shall record and track vehicle substitutions for the purpose of retaining video footage.

9.9 **Global Positioning System (GPS)**

- (a) Each vehicle, including spare vehicles, must be equipped with a Global Positioning System hardware that is approved by and is compatible with the HRCE's online Student Transportation Management Suite – currently GeoRef's BusPlanner. Contact GeoRef to determine the GPS systems compatible with their software.
- (b) All school buses must be equipped with a GPS hardware solution capable of capturing, isolating and locating Run / Route paths with vehicle location, speed and direction, Bus Stop locations, as well as sensor information such as door, stop sign, and red overhead lights. GPS Data must be granular enough to provide an accurate representation of the path of the vehicle with a maximum latency between data points of thirty (30) seconds.
- (c) The GPS hardware platform must store Data in a secure database for a minimum of one (1) year and the Data must be able to be read by HRCE's online Student Transportation Management Suite in real time for use by the HRCE. GPS Data must be made available both as raw data programmatically via Application Program Interface (API) to the HRCE and via web-based portal. It is the sole responsibility of the Operator to ensure that every vehicle is correctly mapped to the appropriate service Route every service day.
- (d) The intent of the GPS solution is to collect live location co-ordinates and Data. The Data collected will be used for, but not limited to live location lookup and vehicle monitoring, map maintenance, Route optimization and review and for the overall increase in operational efficiency of the Service. The HRCE will have the right to use the information collected.

9.10 **Global Positioning System (GPS) Accuracy**

The Operator shall ensure a daily reporting accuracy rate for vehicle mappings and substitutions of one hundred (100%) percent; this includes location, Student pick-up and drop-off Data, speeding and sensor

Data. Repetitive reporting accuracy falling below one hundred (100%) percent may result in escalation of progressive penalty under Article XIII. The Operator shall ensure that they have the staff resources in place to meet this requirement.

9.11 Maintaining Daily Logs and Inspections

The Operator shall maintain daily logs and perform inspections in line with the *Motor Carrier Act*. Such logs and records of inspection shall be subject to review by the HRCE upon request. The Operator and its Bus Drivers shall comply the *Motor Carrier Act* as they relate to hours of work.

9.12 Mechanical Fitness Reports

The HRCE reserves the right to request a mechanical fitness report to be prepared by an independent mechanic chosen by the HRCE at any time and with respect to any vehicle being used on Routes governed by this Agreement. In this event, if the vehicle is found to be satisfactory, the HRCE will pay the cost of the inspection. If the vehicle is found to have an out of service defect as defined by the DTIR or any other defect which may find the vehicle to be unsafe or unsatisfactory, the Operator will be responsible for the cost of the inspection and shall forthwith provide another approved vehicle of the required seating capacity in good mechanical condition until repairs are made to the vehicle inspected and a satisfactory inspection returned, the cost of the secondary inspection to be borne by the Operator.

9.13 Failure to Comply with 9.11 and 9.12

Notwithstanding any Notice requirements under Section 15.1, a failure by the Operator to comply with the provisions of 9.11 and/or 9.12 shall entitle the HRCE to escalate the progressive penalty under Article XIII or terminate all or part of this Agreement immediately, without notice and without cost or penalty, upon such failure having come to the attention of the HRCE.

9.14 Display of Route Numbers

All full-sized school buses used to transport Students shall display on each vehicle, on the rear window of the school bus and the third window of the passenger side and Bus Driver side, signs indicating the Route number(s). Other school buses and vans shall have their signs affixed on the rear window and second window on the passenger side and driver side. The Operator is not permitted to create independent Route names / numbers for school buses serving the HRCE.

9.15 Additional Vehicle Requirements

In addition to the aforementioned requirements of this section, and the *Motor Carrier Act*, the Operator shall further ensure that the following requirements are met with respect to vehicles:

- (a) all vehicles must be equipped with seatbelt cutters;
- (b) all vehicles shall be maintained in clean and sanitary condition;
- (c) a preventative maintenance program on all vehicles shall be documented and scheduled through a fleet management software program and subject for the review by the HRCE; and
- (d) all school buses must have a clear strobe light affixed to the roof of the bus.

The HRCE may inspect any or all school buses for any or all conditions specified in this Agreement.

ARTICLE X BUS DRIVERS AND BUS MONITORS

10.1 General

The HRCE requires that Operator's school Bus Drivers be trained, qualified, and licensed (NS 2B class) in the safe operation of school buses. All Bus Drivers must also be qualified in First Aid/CPR, and must be trained in the management of student behaviour.

10.2 Operator Staff Roster

Prior to August 1, 2020 or such later date as may be designated at the discretion of HRCE, and on a date to be designated by the HRCE for each succeeding year, the Operator must provide the HRCE with a list containing the following information for all regular and spare Bus Drivers and Bus Monitors:

- (a) individual's name;
- (b) individual's telephone number;
- (c) individual's assigned school bus Route and school bus storage location; and
- (d) individual's First Aid / CPR qualification and expiry date.

This information must also be provided during the year when new Bus Drivers are hired or when qualifications of current Bus Drivers are updated or changed in any way (i.e., loss of license, Bus Driver restrictions, etc.). The HRCE reserves the right to approve the assignment and use of Bus Monitors.

10.3 Bus Driver and Bus Monitor Record Checks

All Bus Drivers and Bus Monitors employed by the Operator, including regular and spare Bus Drivers, must satisfactorily complete a Criminal Records Check including the Vulnerable Sector Check, Controlled Drugs and Substance Check and a Child Abuse Registry Check prior to the commencement of work.

- (a) The Operator must ensure compliance of all of its Bus Drivers and Bus Monitors with the requirements of this clause and confirm such compliance in writing to the HRCE each year of the Agreement.
- (b) The Operator must not employ a Bus Driver or Bus Monitor who has been convicted of any offence under the Criminal Code of Canada or the *Controlled Drugs and Substances Act* or whose name is in the Child Abuse Registry to perform any Services. If at any time a Bus Driver or Bus Monitor is found to have a criminal record, then the Operator must immediately report same to the HRCE and the HRCE will determine whether the Bus Driver or Bus Monitor can continue to be employed to provide the Services considering:
 - (i) the nature of the offence; and
 - (ii) the relevance of the criminal record to the position.
- (c) The Operator must remove a Bus Driver or Bus Monitor from performing any Service for the HRCE under this Agreement when requested by the HRCE where there are, in the opinion of HRCE, reasonable grounds to believe that the Bus Driver or Bus Monitor has been involved in any inappropriate behaviour.
- (d) At the request of HRCE, the Operator must, at the Operator's cost, suspend any Bus Driver or Bus Monitor pending investigation or charges against the Bus Driver or Bus Monitor

under either the Criminal Code of Canada or the Controlled Drugs and Substances Act, or for any behaviour that the HRCE deems inappropriate.

10.4 **Bus Driver Abstracts**

Annually, the Operator must provide the HRCE with updated Bus Driver's Driver Abstracts for all Bus Drivers. The Operator must not employ a Bus Driver who has a Driver Abstract which, in the opinion of HRCE, in its sole discretion, renders the driver unsuitable for the conveyance of Students in a motor vehicle.

10.5 **Bus Driver and Bus Monitor Employment**

The Bus Drivers and Bus Monitor for the Operator must be employees of the Operator, and are at all time and the exclusive responsibility of the Operator. Bus Drivers must meet all statutory and regulatory requirements for holding their respective positions, and must in all respects be in compliance with all requirements of law, ordinance or regulations of the Province of Nova Scotia and the HRCE policies and administrative procedures (including those forth in Schedule 5 – Policies and Procedures of the HRCE) in respect of the transportation of Students.

10.6 **Driver Training and Manuals**

- (a) The Operator will ensure that its driver training complies with the terms set out in the applicable provincial acts and the training program set forth in Schedule 2 - Bus Driver / Bus Monitor Safety Training Program, and will retain records to demonstrate that the Bus Driver has received training.
- (b) The Operator may reserve the right as the employer to create additional training above and beyond what is set out in here within and may ensure that additional topics covered include, but are not limited to, not eating, drinking, smoking, or using personal electronic devices while in the vehicle.
- (c) The Operator will provide to the HRCE upon request a copy of the current training materials. The Operator shall cooperate with the HRCE in the implementation and reasonable revisions or redevelopment of the Operator's training materials or program.

10.7 **Driver, Monitor and Operator Actions in Event of Collisions or Incidents Involving School Buses**

In the event of a collision or incident, in addition to requiring drivers to fulfill their obligations under the *Motor Carrier Act and Motor Vehicle Act* in respect of accidents, the Operator shall conform to the HRCE's School Bus Collision / Incident Protocol, available on the HRCE website. In the event of a collision or incident, the Operator shall submit to the HRCE within 24-hours a detailed written report on a form agreed to by the HRCE.

10.8 **Bus Driver and Bus Monitor Actions**

- (a) Under no circumstances shall a Bus Driver or Bus Monitor strike or use undue physical force on any Student. Further, neither a Bus Driver nor a Bus Monitor shall reward a Student for good behavior with such items as candies or toys.
- (b) Under no circumstances shall a Student be removed from a vehicle while on route unless by police action, substitute transport, or school or HRCE administration.
- (c) Bus Drivers and/or Bus Monitor shall not leave Students unattended in the vehicle unless they are assisting a Student to and from the vehicle; and at all such times the vehicle must

have the ignition turned off, the key removed, the parking brake engaged and the wheels turned into the curb.

- (d) Bus Drivers and/or Bus Monitor shall have the right to refuse transportation to specific Students, only with the prior express written authority of the HRCE.
- (e) Bus Drivers and/or Bus Monitor shall ensure that the safety latches on all passenger doors are in use when any Students are in the vehicle.
- (f) Neither Bus Drivers, Bus Monitors, nor the Operator shall be permitted to change or alter a Route, and in particular the location of any Bus Stop on any Route, for any reason without the prior written approval of the HRCE.
- (g) Bus Drivers and Bus Monitor shall, without fail, following the completion of service on any Route, complete an inspection of the inside of the vehicle by performing individual seat checks and a visual inspection of the entire vehicle floor to ensure that no Student remains on the vehicle.

10.9 **Student Discipline**

The ultimate responsibility and authority to suspend or expel any Student from Services hereunder shall rest with the HRCE. The Operator's Bus Drivers are responsible only for such discipline as is required to safely and properly operate the Operator's school buses and deliver the Services hereunder. Each Bus Driver shall handle all disciplinary matters in strict accordance with the HRCE policies and Code of Conduct (including those forth in Schedule 5 – Policies and Procedures of the HRCE). All discipline problems shall be reported in writing following completion of the Route. Further procedures and regulations for the administration of discipline shall be established cooperatively between the HRCE and the Operator. If a Student misbehaves and creates a situation which the Operator or its employees believe requires the removal of a Student from the vehicle, the Operator or its employees shall contact the HRCE Contract Administrator.

10.10 **Vandalism**

Damages to the Operator's equipment or facilities shall be the responsibility of the Operator. However, the HRCE shall give the Operator reasonable assistance in obtaining restitution for damaged equipment or facilities. The Operator may, upon concurrence by the HRCE and if permitted by applicable law, refuse to provide a Student with Services until vandalism damage caused by such Student is paid in full.

ARTICLE XI ADMINISTRATION

11.1 **Operator's Contact Person**

- (a) The Operator will name an Operator Account Manager in its organization as a designated contact person for contractual matters. The Operator Account Manager shall be sufficiently conversant with the operation of the Routes governed by this Agreement to assist the HRCE in any adjustment of Routes to ensure optimum Service. The person in question shall act as a liaison between the Operator and the HRCE.
- (b) For operational matters, the Operator may have more than one individual as the key contact person.
- (c) Individuals responsible for operational matters will assume their duties each day at a time no later than the time at which the first student on any Route is to be picked up and is to

remain on duty in the afternoon until such time as the last Student has arrived at their destination and all vehicles in service are cleared for that day.

- (d) The Operator shall maintain a cell phone which is monitored 24-hours each day. The phone number for such cell phone is to be supplied to the HRCE annually, no less than five (5) Business Days before the first day of school.

11.2 **Communication with HRCE**

- (a) The Operator will maintain telephone service to receive transportation information / concerns from parents/guardians and from the HRCE. At least one (1) dedicated line shall be made available by the Operator for use by the HRCE. The HRCE will dedicate one (1) line for the express use of the Operator.
- (b) The Operator will maintain email service during the operating hours to receive instructions from the HRCE.
- (c) The Operator acknowledges that the HRCE has in place electronic systems to assist in the administration and operation of Services and an associated website which is the primary communication methodology to be used to access Route and Run Data and adjustments.
- (d) The Operator acknowledges a requirement to have and use up-to-date computer hardware and software systems compatible with the HRCE's system requirements, with internet access, at the Operator's cost and expense. The HRCE reserves the right to update requirements and processes during the term of this Agreement.

11.3 **Communication with Parents / Guardians**

If the Operator experiences a delay beyond sixty (60) minutes, it is the responsibility of the Operator to notify the families of the delay on the affected Run / Route by telephone.

11.4 **Route Survey**

The Operator shall complete Route surveys as deemed necessary by the HRCE. This will include, but not limited to, stop times, Bus Stop locations and number of students.

11.5 **Student Safety Programs**

The Operator shall provide Student safety training through a program to introduce first time riders and school bus evacuation drills on an annual basis. The HRCE may request, and the Operator shall provide, new or additional safety programs the HRCE deems would be in the best interest of Students. The cost of any new Student safety program the HRCE requests will be negotiated prior to implementation.

11.6 **Ownership of Data**

Title to, ownership of and all rights in and to the Data shall at all times remain with HRCE. Operator may access the Data solely to the extent Operator requires access to such data to provide the Services in accordance with the terms of this Agreement. Operator may only access and process the Data in connection herewith or as directed by the HRCE and may not otherwise modify the Data, merge it with other data, commercially exploit it or engage in any practice or activity that may in any manner adversely affect the integrity, security or confidentiality of such data, other than as specifically permitted herein or as directed by the HRCE in writing. Nothing in this Agreement affects the HRCE's ownership of all rights, title, and interest, including intellectual property rights, in and to the Data and in and to any derivative works therefrom.

Operator hereby assigns and shall assign, and shall cause its subcontractors and employees to assign, to the HRCE or its designee, all of their rights, title and interest including newly created copyright in and to the Data, that Operator or its subcontractors or employees have, may have or obtain, without further consideration, free from any claim, royalties, lien for balance due, or rights of retention thereto on the part of Operator. Operator shall also obtain waivers of any author's moral rights in such Data in favour of the HRCE, its assignees, licensees and designees.

Operator shall obtain similar written undertakings and waivers from all subcontractors and employees who will perform any Services, so as to ensure the HRCE's ownership of the Data as provided herein, and shall not commence the deployment of any such subcontractor or employee until such a written undertaking and waiver has been obtained from such subcontractor or employee and delivered to Operator. Operator acknowledges that the Parties do not intend Operator to be a joint owner of any intellectual property rights in the Data and that Operator shall in no event be deemed the joint author of any Data. The HRCE shall have unrestricted access to all Operator materials, premises and computer files containing the Data and Modified Data. The Parties will co-operate with each other and execute such other documents as may be appropriate to achieve the objectives in this Section 11.6.

ARTICLE XII CONSIDERATION AND ACCOUNTING

12.1 Basis for Payments

The HRCE will email the Operator a spreadsheet of the monthly Route calculations on or after the first Business Day of the month. The Operator must review the spreadsheet and if agreed, submit their monthly invoice. Monthly invoices are to be submitted by the Operator on or after the first business day of the month covering Routes serviced in the preceding calendar month. Invoices are to be submitted in accordance with instructions provided by the HRCE.

Each invoice shall, at a minimum, and subject to additional the HRCE requirements communicated to the Operator, include for each Route:

- (a) Route number;
- (b) Route distance (in kilometres);
- (c) the A.M. and P.M. start and end time per HRCE's online Student Transportation Management Suite Route description;
- (d) the number of days of Service provided;
- (e) the Base Rate;
- (f) the Extra Time Rate;
- (g) the Distance Rate;
- (h) the Fuel Rate;
- (i) if applicable, the number of inclement weather days agreed by the HRCE in the month invoiced;
- (j) if applicable, the number of HRCE Strike / Labour Dispute days agreed by the HRCE in the month invoiced;

- (k) if applicable, the number of Operator Labour Dispute days agreed by the HRCE in the month invoiced; and
- (l) the Operator's business name, address, telephone number and HST registration number.

12.2 Total Daily Rate

- (a) The Operator acknowledges that the "**Total Daily Rate**" per Route shall be calculated as follows:
 - (i) Base Rate per Route, multiplied by the number of days of operation; plus
 - (ii) the Extra Time Rate, the Distance Rate, and the Fuel Rates calculated for each Route.
- (b) The Total Daily Rate for each Route paid to the Operator for Services shall be established from the Base Rate and Variable Rates to reflect the total daily kilometres and time for both the A.M. and P.M. portion of the Runs as determined by the HRCE's online Student Transportation Management Suite.
- (c) Discrepancies in number of kilometres on the part of the Operator will be brought to the attention of the General Manager of the HRCE for consideration and resolution.

12.3 Base Rate

The Base Rate for this Agreement is set out in Schedule 4 – Rates.

The Base Rate for each vehicle is the cost to make the vehicle available for one day. The cost equates to the cost of the vehicle less disposal value amortized over the agreed lifespan of the vehicle. It includes, at a minimum:

- (a) School bus purchase price;
- (b) Peripherals;
- (c) Licensing;
- (d) Regular and spare Bus Drivers including wages and benefits;
- (e) Training;
- (f) Insurance;
- (g) Maintenance;
- (h) Parking facilities;
- (i) General administration;
- (j) Operator profit; and
- (k) Start-up trial Runs prior to operating.

The Base Rate proposed by the Operator shall include up to and including one hundred and eighty (180) minutes of routed time, fifty (50) kilometres of routed distance, and the fixed costs to operate the vehicle for each day of the Term.

If the HRCE requires a smaller sized vehicle to service a Route and the Operator does not have the appropriate sized vehicle available, the HRCE will be billed at the lower rate as if the other vehicle was available effective at the day the request is made, based on the rates the HRCE is paying the Operator for the same vehicle type. If the Operator does not have the required vehicle type under contract with the HRCE, the HRCE will assign the Route to another operator.

12.4 Variable Rates

The Variable Rates for this Agreement are set out in Schedule 4 – Rates.

This Variable Rates are intended to provide certainty to the Operator when Route adjustments are made. They are intended to compensate the Operator for distance and time above the distance and time included in the Base Rate.

The three (3) Variable Rates are:

- (a) **“Extra Time Rate”** – the Operator shall propose an Extra Time Rate that will be applied to Routes where daily total Run time exceeds one hundred and eighty (180) minutes. Extra Time Rates shall be provided as dollars / hour. This rate will be applied in fifteen (15) minute increments.
- (b) **“Distance Rate”** – the Distance Rate will be applied to Routes where the total Run distance of A.M. and P.M. Routes combined exceeds fifty (50) kilometres. The Distance Rate shall be provided as dollars / kilometre. This rate will be applied on each km in exceedance of fifty (50) kilometre, rounded up to the nearest kilometre.
- (c) **“Fuel Rate”** – The fuel rate (litre/kilometre) used in calculating costs of fuel, will be multiplied by the peg price of fuel (set annually on July 1 by the HRCE), and the daily total Run distance. This rate will be applied for each kilometre, rounded up to the nearest kilometre.

12.5 Bus Monitor Rate

The Operator may be required to provide additional Bus Driver support on a Route to ensure Student safety through a Bus Monitor. This Bus Monitor is paid on an hourly basis for a minimum of three (3) hours per day as per Schedule 4 – Rates.

12.6 Wait Time Rate

The Wait Time Rate is set out in Schedule 4 – Rates. This rate shall be used in the event the HRCE requests the Operator to provide Services beyond the scheduled Route times (e.g. Hold and Secure / Lockdown event).

12.7 Price Adjustment – Exceptional Circumstances

Should an unforeseen situation arise beyond the control of either Party, the HRCE may negotiate the cost structure of the Agreement with the Operator in response to significant or government mandated changes affecting the costs to the Operator if Early Childhood Development (EECD) funding is revised to reflect those changes.

**ARTICLE XIII
STANDARDS OF PERFORMANCE**

13.1 Compliance with Standards of Performance

- (a) The Operator acknowledges and agrees that the Services shall be performed in accordance with the terms of this Agreement and, specifically, the Operator shall provide Services which shall, at a minimum, meet the standards that are included in Schedule 3 – Contract Management and Schedule 5 – Policies and Procedures of HRCE. The Parties expressly acknowledge that the items set forth in the foregoing Schedules are not exhaustive and may be amended by mutual agreement of both Parties.
- (b) In addition, the HRCE will be monitoring and reporting monthly to the Operator, a progress report for Service delivery. The progress report may include, but not be limited to:
 - (i) delay posting and timeframe;
 - (ii) incidents;
 - (iii) collisions;
 - (iv) misconduct reports; and
 - (v) return to school events.

13.2 Compliance and Performance

- (a) During the Term, the Operator's failure to meet the terms, conditions and compliance requirements set forth in this Agreement may result in a progressive penalty process, pursuant to Section 13.3.
- (b) In the event of: (i) repeated or un-remedied non-compliance with the terms and conditions of this Agreement; and/or (ii) persistent or un-remedied subsequent failures against the performance standards, the HRCE may, in its sole discretion, immediately terminate this Agreement in part or in its entirety, without notice and without cost or penalty.
- (c) Routes cancelled, may be reassigned to another operator under another agreement, pursuant to Section 7.1.

13.3 Progressive Penalty Process

The progressive penalty process will include the following steps:

- (a) The HRCE will contact the Operator in writing to identify the performance failure or noncompliance and the Operator must address the failure in writing within the requested amount of response time given by the HRCE.
- (b) If the Operator does not respond or the response is unsatisfactory to the HRCE, the HRCE may contact the Operator to schedule a meeting to discuss the performance failure. The Operator shall provide the HRCE a written plan within two (2) Business Days detailing how and when the performance failure will be resolved.
- (c) If the performance failure is not resolved within five (5) Business Days, the HRCE may Notify the Operator in writing of its intent to impose a financial penalty in accordance with Section 13.4.

- (d) If the performance failure continues beyond the steps outlined above, HRCE may, in its sole discretion, immediately terminate this Agreement in part or in its entirety, without notice and without cost or penalty.

Depending the severity or level of the performance failure, the HRCE may commence the above process at an accelerated step and/or response time.

13.4 Financial Penalties

- (a) For matters of non-performance on the part of the Operator, including, but not limited to, unauthorized stops, unauthorized riders, unauthorized Route deviations or unauthorized Route changes or for matters set out in Schedule 3 – Contract Management, the Operator may be penalized one hundred (100) percent of the Total Daily Rate per event as a genuine pre-estimate of administrative cost borne by the HRCE.
- (b) For matters relating to habitual preventative mechanical breakdowns, including no starts, the Operator may be penalized one hundred percent (100) percent of the Total Daily Rate for each identified vehicle, as a genuine pre-estimate of administrative cost borne by the HRCE.
- (c) For matters where insufficient Bus Drivers are available to cover existing bus Routes, and the Operator has not been able to provide a solution to service the Route(s) under the terms and conditions of this Agreement, the HRCE may consider a penalty of up to one hundred (100) percent of the Total Daily Rate for each vehicle every day that Route is run without a dedicated or spare Bus Driver. Should the condition continue for greater than five (5) Business Days, the unassigned Routes may be assigned to another operator in accordance with Section 7.1.

ARTICLE XIV DEFAULT AND TERMINATION OF THE AGREEMENT

14.1 Default

The failure by the Operator to fulfill all or part of any term or condition of this Agreement shall constitute a “**default**” under this Agreement. In the event of any default by the Operator, however caused, of any term or condition of this Agreement, the HRCE may, without terminating this Agreement under the provisions of Section 14.2 hereof, provide alternate transportation for Students affected by such default and charge any incremental additional cost of such alternate transportation to the Operator at the current per day rate specified in the current Agreement between the HRCE and any such Operator chosen to provide the alternate transportation and/or deduct such costs from monies then owing or in the future to be owing to the Operator by the HRCE.

Notwithstanding anything above or otherwise contained in this Agreement and without restricting the generality of the foregoing, “default” shall be deemed to include an interruption in Services, save and except for the occurrence of a Force Majeure.

14.2 Termination of the Agreement

This Agreement may be terminated at any time without notice (unless specifically stated that notice is required) and without cost or penalty, as follows:

- (a) Immediately by the HRCE pursuant to Section 5.14(c), Section 5.14(f), Section 9.13, Section 13.2(b), Section 13.3(d), Section 14.1, Section 14.5(d), Section 14.8 or Section 15.9(e);

- (b) by mutual consent in writing of the HRCE and the Operator;
- (c) by the HRCE, on thirty (30) calendar days' notice in writing where, in the opinion of the HRCE, acting reasonably, the Operator has committed a default under this Agreement and/or failed to fulfill all or part of the terms of this Agreement and has not remedied same within such thirty (30) calendar days;
- (d) immediately by the HRCE where the HRCE has experienced Operator Service delivery failures as described in Article XIII; or
- (e) immediately by the HRCE, where, in the opinion of the HRCE, acting reasonably, the Operator, or any of its servants, employees or agents, fails to operate any of its vehicles in accordance with the requirements of *Motor Carrier Act*, and/or any other acts and regulations applicable to the provision of public or private transportation for Students, and including regulations or policies of the HRCE (including those forth in Schedule 5 – Policies and Procedures of the HRCE).

14.3 Cancellation or Alteration of Routes by HRCE with Notice

- (a) Communication of Route alterations and cancellations
 - (i) The HRCE, may, on five (5) calendar days' notice in writing and/or through online Student Transportation Management Suite to the Operator and without terminating this Agreement, cancel any particular Run(s) or Route(s) in respect of which the Operator is providing or has provided Services, where any such Run or Route has been deemed unnecessary (redundant) by the HRCE.
 - (ii) The HRCE may on three (3) calendar days' notice in writing and/or through online Student Transportation Management Suite to the Operator reorganize, alter or modify any particular Run(s) or Route(s), or consolidate any particular Runs or Routes, in respect of which the Operator is providing or has provided Services. In the event of an emergency the HRCE reserves the right to request the change, modification or consolidation be made within 24-hours.
- (b) Equipment found to be redundant through Route reduction or efficiencies (pursuant to Section 14.3(a)(i)), shall be paid the daily Base Rate as follows:
 - (i) Reduction Occurring Between September 1 - November 30 – payment until December 31 of the same year;
 - (ii) Reduction Occurring Between December 1 - December 31 – payment until March 31 of the following year;
 - (iii) Reduction Occurring Between January 1 - February 29 – payment until March 31 of the same year; and
 - (iv) Reduction Occurring Between March 1 - June 30 – payment until June 30 of the same year.

Notification given prior to August 1 for the upcoming school year shall not result in a redundancy payment.
- (c) In the event that the HRCE exercises its rights pursuant to Section 14.3(a)(ii), the HRCE shall not be liable to the Operator for any claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise incurred by the Operator as a result

of such alteration, modification, reorganization or consolidation including, without limiting the generality of the foregoing, lost profits, unless otherwise expressly set out herein.

- (d) Without limiting the rights of the HRCE under this Article XIV, the HRCE may, in particular, alter the scheduling for a Route(s).
- (e) Without in any way limiting the generality of Section 14.3(a), the Operator acknowledges and agrees that, during the Term, the HRCE is engaged in a process which may result in the reduction of the number of school buses and/or Runs or Routes required by the HRCE to transport Students to and from schools. The Operator further acknowledges and agrees that the HRCE may acting reasonably, in the HRCE's sole and unfettered discretion, reorganize, reduce, alter or eliminate any or all of the Runs or Routes awarded to the Operator under this Agreement.
- (f) Without in any way limiting the generality of Section 14.3(a), the Operator agrees that the HRCE may exercise the rights of the HRCE as referred to in Section 14.3(a)(ii) of this Agreement without terminating this Agreement.
- (g) Where the HRCE exercises its rights pursuant to Section 14.3(b), and requests the Operator to serve a Route(s) not specified by this Agreement, the HRCE agrees to pay, and if the Operator agrees to accept, for each day on which transportation is provided an amount per day equal to the amount provided in the proposal for a comparable vehicle.
- (h) In the event that the proposal does not include a rate for the type of vehicle to be used, the HRCE agrees to pay and the Operator agrees to accept an amount per day which is the average amount – based upon the same vehicle type – paid by the HRCE to other Operators for the type of vehicle to be provided by the Operator.

All the terms and conditions of this Agreement shall apply to the Services provided by the Operator with respect to any replacement Route(s) and replacement vehicle(s).

14.4 **Temporary Cancellation of Service by the HRCE Without Notice**

- (a) In addition to, and notwithstanding, the provisions of Section 14.3, the Operator hereby acknowledges that in the event that the HRCE notifies the Operator that Services will not be required until further notice (the “**Notice Period**”) owing to circumstances beyond the control of the HRCE, including without limiting the generality of the foregoing inclement weather or school facilities issues, the HRCE shall be liable to pay to the Operator the Inclement Weather Rate for each Route affected whereby Services are not required by the HRCE.
- (b) The Operator shall remunerate the Bus Drivers under such circumstances for one hundred (100) percent of their regular daily wage. Such payment shall constitute the HRCE's only obligation in such event and following the expiration of the Notice Period, the Operator shall not be entitled to any further payment from the HRCE until such time as it receives notice that the Services are required by the HRCE and the Operator hereby releases the HRCE of and from any and all manner of action, causes of action, claims and demands whatsoever whether direct or indirect in excess of the amount required to be paid to the Operator by the HRCE under the terms of this Article.
- (c) The provisions of this Article XIV, with respect of cancellation for inclement weather only, shall apply only where the HRCE has notified the Operator of an inclement weather cancellation or agreed with the recommendation from Operator of the cancellation of Service on or before 7:00 A.M. on the day of such cancellation.

14.5 Cancellation of Service by the HRCE as a Result of Operator Labour Disputes

- (a) The Operator shall provide fifteen (15) Business Days' notice to the HRCE of an Operator Labour Dispute. This can be due to any foreseen strike, lockout, walkout, picketing or similar work stoppage involving the Operator's employees, whether legal or not. Within ten (10) Business Days prior to the cancellation of Service as a result of an Operator Labour Dispute, the Operator must communicate its contingency plan, to maintain continuous Service to parents / guardians and the general public.
- (b) In the event of an Operator Labour Dispute resulting in a work stoppage under this Agreement, or if for any other reason (except inclement weather conditions as hereafter set forth), the Services and transportation of Students pursuant to this Agreement are not provided by the Operator, no payment shall be made to the Operator in respect of those day(s) for which such Service is not provided.
- (c) The HRCE reserves the right to make alternate arrangements with a different operator as of the first day the Operator is unable to provide Service and it will be awarded to an alternate operator at HRCE's sole discretion.
- (d) At the end of a fifteen (15) calendar day period, in the event the Operator Labour Dispute has not concluded, the HRCE may immediately terminate this Agreement, without notice and without cost or penalty, and seek alternate arrangements for Services.

14.6 Termination Assistance

- (a) The Operator shall, upon the expiration or termination of this Agreement, co-operate with the HRCE if so requested in effecting the orderly transfer of the Services to a third Party or the resumption of the Services by HRCE. During such period, the Operator shall continue to perform the Services if so requested by the HRCE ("**Termination Assistance**"). This Termination Assistance shall be provided for ninety (90) calendar days after the effective date of the expiration or termination of this Agreement on the same terms and conditions, including payment, as set out in this Agreement. During any transition period, the HRCE shall pay for the Termination Assistance at the rates set out in RFP #4031 and the fee schedule as agreed by the Operator and the HRCE hereto attached.

14.7 Effect of Termination

In addition to any other rights and remedies of the Parties pursuant to this Agreement, upon any expiration or termination of this Agreement:

- (a) unless otherwise provided in this Agreement or pursuant to the Services provided in relation to the Termination Assistance, each Party shall return to the other Party, within thirty (30) days of the expiration or termination of this Agreement, all property or materials of the other Party;
- (b) the HRCE shall pay to Operator all outstanding, undisputed rates which are due and payable, and the Parties shall use commercially reasonable efforts to promptly settle any outstanding disputes with respect to any outstanding rates; and
- (c) the Operator shall provide the HRCE with all Data, including computerized routing Data in electronic form so that the HRCE can continue to use the computerized systems and programs as outlined in RFP #4031 and as agreed by the Operator and HRCE. Upon the expiration or termination of this Agreement, the HRCE shall be directly responsible to the licensor of the computer software for all applicable licensing fees.

15.4 **Transition Out**

Upon notification by the HRCE, the Operator shall be required to return to the HRCE all equipment, data, and information owned by the HRCE.

15.5 **Amendments to the Agreement**

Any of the terms of this Agreement may be amended by the mutual consent, in writing, by the HRCE and the Operator.

15.6 **Successors and Permitted Assigns**

This Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

15.7 **No Waiver**

- (a) Any waiver by any Party of all or any part of any provision, or the breach of any provision of this Agreement, shall affect only the matter specifically identified in the instrument granting such waiver, and shall not extend to any other matter, provision or breach.
- (b) No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided therein.
- (c) The failure of any Party to give notice to the other Party, or to take any other steps in exercising any right in respect of the breach or non-fulfillment of any provision of this Agreement, shall not operate as a release or waiver of that right, or as a release of the other Party from its obligations and liabilities, nor shall any single or partial exercise of any right preclude any other or future exercise of that right, or the exercise of any other right, whether in law or in equity or otherwise.
- (d) The acceptance by any Party of payment or performance of any obligation after the breach or non-fulfillment by the other Party of any provision of this Agreement shall not constitute a waiver of the provisions of this Agreement.

15.8 **Administration Provisions for the HRCE**

Except where otherwise expressly provided above, for the purposes of administering the provisions of this Agreement, "the HRCE" shall be deemed to include the HRCE's duly authorized officers and employees.

15.9 **Dispute Resolution**

- (a) Disputes, controversies, or claims arising out of or relating to this Agreement shall be referred to the Operator Account Manager and the HRCE Contract Administrator prior to escalation to senior management. If the HRCE Contract administrator and the Operator Account Manager are unable to resolve, or do not anticipate resolving, the dispute within ten (10) days after referral of the matter to them, the Parties shall submit the dispute to their respective senior managements.
- (b) The Operator Account Manager shall meet at least once every thirty (30) days during the Term of this Agreement with the HRCE Contract Administrator (or at such other time as either Party may designate upon notice to the other Party) and shall attempt to resolve disputes that may arise under this Agreement at such meeting. The Operator Account Manager and the HRCE Contract Administrator shall consider disputes in the order such

disputes are raised. In the event the Operator Account Manager and the HRCE Contract Administrator are unable to resolve a dispute, the Operator Account Manager and the HRCE Contract Administrator shall notify their respective senior managements. No dispute under this Agreement shall be the subject of arbitration or other formal proceedings between the HRCE and the Operator before being considered by the Operator Account Manager and the HRCE Contract Administrator and senior management, except for an application to seek injunctive relief to stay the breach of this Agreement.

- (c) Disputes that are not resolved by the Parties' respective senior managements, other than a dispute in respect of matters related to the negotiation of a renewal term, may be submitted by either Party to binding arbitration according to the rules of the *Nova Scotia Commercial Arbitration Act*. The arbitration shall be heard by a single arbitrator, if the Parties agree upon one, otherwise by three (3) arbitrators, one (1) to be appointed by each of the Parties and a third to be chosen by the first two (2) named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two (2) of the three (3) arbitrators is binding upon the Parties and their respective successors and permitted assigns. The hearing shall be held in Halifax Regional Municipality, Nova Scotia. Each Party shall bear its own costs of conducting the hearing and shall be bound by the arbitrator's or arbitrators' decision. The Parties hereby acknowledge and agree that the arbitrator or arbitrators may make an order about costs of the arbitration in accordance with the *Nova Scotia Rules of Civil Procedure*.
- (d) In the event of a dispute between the HRCE and the Operator pursuant to which the HRCE in good faith believes it is entitled to withhold payment and during the pendency of the dispute resolution process described in this Agreement, the Operator shall, subject to the escrow of disputed amounts pursuant to the Agreement, continue to provide the Services and the HRCE shall continue to pay any undisputed amounts to the Operator. The HRCE shall, upon request by the Operator, deposit any disputed amount in an interest-bearing escrow account. Upon resolution of the dispute, the Parties shall allocate the money in the escrow account, plus any interest earned on such money, according to the resolution of such dispute.
- (e) Where the Operator has been given a prior rectification notice, the same subsequent type of noncompliance issue by the Operator shall allow the HRCE to immediately terminate this Agreement, without notice and without cost or penalty, and seek alternate arrangements for Services.

15.10 Counterparts

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original, faxed or PDF form, and the Parties hereby adopt as original any signatures received via fax or PDF.

15.11 Expenses

Unless otherwise stated in this Agreement, each Party shall bear all expenses paid or incurred by it in connection with the planning, negotiation and consummation of this Agreement.

15.12 Fully Negotiated Agreement

The Parties agree that all of the provisions of this Agreement have been fully negotiated, that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favour of one Party on the ground that such provision was drafted by the other Party.

15.13 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed stricken with respect to that jurisdiction and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the original intent and purposes of the Parties, and, if possible, the Parties shall act in good faith to replace the severed provision with a valid and enforceable provision that reflects the intention of the Parties with respect to the severed provision.

15.14 Governing Law and Venue

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Subject to the dispute resolution provisions in Section 15.9, each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Nova Scotia and all courts competent to hear appeals therefrom and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the courts of the Province of Nova Scotia, generally and unconditionally with respect to any action, suit or proceeding brought by or against it by the other Party.

[Signature page to immediately follow]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their respective duly authorized officers in that regard, as of the date first above written.

**HALIFAX REGIONAL CENTRE FOR
EDUCATION**

Per: _____
Name:
Title:

I have authority to bind the HRCE

OPERATOR:

Per: _____
Name:
Title:

I have the authority to bind the Operator

SCHEDULE 1 DEFINITIONS

"Agreement" means this Student Transportation Services - Buses Agreement, the recitals hereto and all Schedules and other documents attached hereto or incorporated herein by reference, as amended from time-to-time in accordance with the provisions hereof.

"Base Rate(s)" has the meaning given to it in Schedule 4 – Rates.

"Bus Driver" is an employee of the Operator that is duly trained and licensed to drive a bus.

"Bus Monitor" is an employee of the Operator that is assigned to buses used to transport Students with special needs.

"Bus Stop" is the location along the Route prescribed by the Operator for the embarkation and disembarkation of Student(s) and will be in accordance with the provisions of the *Motor Carrier Act* and the *Motor Vehicle Act* and Student Transportation Policy of HRCE.

"Business Day" means a day on which the HRCE conducts business and, in exceptional circumstances (make-up snow days), may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

"Co-Curricular Trip" is a school bus trip taken during the school day organized by the school on behalf of the HRCE.

"Confidential Information" means the confidential, secret or proprietary information of one Party (the **"Disclosing Party"**), including Data, technical information, financial information including prices and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly, to the other Party (**"Receiving Party"**) either orally, in writing or in any other material form pursuant to and in conjunction with this Agreement but does not include information which the Receiving Party establishes is:

- (i) information which is within the public domain through no fault of the Receiving Party;
- (ii) information which is already known to the Receiving Party at the time of its disclosure by means outside of the relationship between the Parties; or
- (iii) information which, following its disclosure by the Disclosing Party to the Receiving Party, is received by the Receiving Party without obligation of confidence from a third Party who the Receiving Party reasonably believes is lawfully in possession of such information free from any obligation of confidence.

"Consumer Price Index" means the consumer price index (CPI) increases (as established by Statistics Canada for the province of Nova Scotia (All Items) or any successor index or compilation prepared by Statistics Canada or its successors).

"Critical Disruption" means any disruption within the reasonable control of the Operator which has a significant adverse impact upon the delivery of Services for more than 24-hours, notice of which has been given to the Operator pursuant to this Agreement and for greater certainty shall not include a Force Majeure Event.

"Data" means all information in any media or in any form concerning the operations and business of the HRCE, schools, Students and Routes in the possession of the HRCE and/or attained by the Operator in the course of providing the Services, including the data acquired and generated from any requirements outlined in RFP #4031, all records, data, files, input materials, reports, forms and other items that may be

received, computed, developed, used or stored by the Operator or any of its employees, subcontractors or agents from, for or on behalf of the HRCE.

"Distance Rate" has the meaning given to it in Section 12.4 and set forth in Schedule 4 – Rates.

"Drivers Abstract(s)" means a copy of a persons driving record provided by the Nova Scotia Registry of Motor Vehicles. It will show any Motor Vehicle Act (MVA) convictions, accidents, as well as departmental postings and processes.

"Effective Date" has the meaning given to it in Section 3.1.

"Extra-Curricular Trip" means the transportation by the Operator of any and all Students or other authorized persons as may be requested by the HRCE for field trips, excursions, athletic activities or any other purpose designated by the HRCE as more particularly described RFP #4031.

"Extra Time Rate" has the meaning given to it in Section 12.4 and set forth in Schedule 4 – Rates.

"FOIPOP" has the meaning given to it in Section 5.28.

"Force Majeure" means an act of God, act of governmental body or military authority, fire, explosion, flood, earthquake, epidemic, riot or civil disturbance, war, terrorism, sabotage, insurrections, blockades, embargoes, storms or other similar events that are beyond the reasonable control of the affected Party. In addition, with respect to the HREC, any foreign government trade action or Canadian government legislation, applicable law or amendment having significant effect on the ability of the HREC to continue its business, shall be deemed a Force Majeure Event. Notwithstanding the foregoing, **"Force Majeure Event"** expressly excludes:

- (a) any event that Operator could have prevented if it had performed the roles and obligations required to be performed pursuant to this Agreement or necessary to provide the Services;
- (b) any Provider Labour Dispute, and/or
- (c) any non-performance of an Operator's employees or subcontractor regardless of cause (unless due to a Force Majeure Event).

"Fuel Rate" has the meaning given to it in Section 12.4 and set forth in Schedule 4 – Rates.

"Home to School Service" refers to the school bus service provided to meet the requirements of the HRCE Student Transportation policy and refers to pick-up of Students at designated Bus Stop locations and conveyance to school for regular school days. This also includes pick-up at school at dismissal and conveyance to designated Bus Stop drop-off locations.

"HRCE" means the Halifax Regional Centre for Education and, where applicable, any duly authorized officers and employees acting under the authority of HRCE.

"HRCE Contract Administrator" means the individual designated by the HRCE as the contract administrator under this Agreement.

"Inclement Weather Rate" means the rate to be paid to the Operator on any day that the HRCE determines, in its sole discretion, that such day is an inclement weather day / cold weather start day (such determination to be made by the HRCE, in its sole discretion, pursuant to Section 5.11) and set forth in Schedule 4 – Rates.

"Indemnified Parties" has the meaning given to it in Section 5.8.

"Initial Term" has the meaning given to it in Section 3.1.

"Labour Dispute" means an Operator strike, walkout or labour shortage.

"Late Bus" means when a bus arrives at any scheduled pick-up, drop-off, or at the school at any time after its scheduled arrival time for reasons that are within the reasonable control of the Operator, for example but not limited to, a Bus Driver's inexperience or lack of reasonable planning, the failure of the Operator's administration not properly assigning the work, or a lateness due to a mechanical breakdown.

"Late Charter" means when a school bus is more than five (5) minutes late arriving for pick-up of Students for a prescheduled charter, for reasons that are within the reasonable control of the Operator, for example but not limited to, a Bus Driver's lack of reasonable planning, the failure of the Operator's administration not properly assigning the work or a lateness due to mechanical breakdown.

"Motor Carrier Act" means the Nova Scotia *Motor Carrier Act*, R.S., c. 292, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

"Motor Vehicle Act" means the Nova Scotia *Motor Vehicle Act*, R.S., c. 293, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

"Notice" has the meaning given to it in Section 15.1.

"Notice Period" has the meaning given to it in Section 14.4(a).

"NSPTAC" the Nova Scotia Pupil Transportation Advisory Committee is a committee of student transportation representatives from the Conseil Scolaire Acadien Provincial (CSAP), all Regional Centres for Education, all Contracted Service Operators for student transportation, the Department of Education and Early Childhood Development (EECD), and the Department of Transportation and Infrastructure Renewal (DTIR).

"Offence Declaration" has the meaning given to it in Section 5.14(b).

"Operator" means <OPERATOR'S FIRM NAME>.

"Operator Account Manager" has the meaning given to it in Section 5.6(a).

"Operator Proposal" has the meaning given to it in Recital A.

"Party" means either the HRCE or the Operator, as the context requires, and **"Parties"** means both the HRCE and the Operator.

"Performance Bond" has the meaning given to it in Section 6.6(a).

"PIIDPA" has the meaning given to it in Section 5.29.

"Regional Centre" means a regional centre for education, or similar organization, in a jurisdiction outside of Halifax.

"Renewal Term" has the meaning given to it in Section 3.2.

"RFP #4031" has the meaning given to it in Recital A.

"Route" is the combined set of Runs made by an operating school bus on a Business Day.

"Route Package" means a group of Routes identified by HRCE as being packaged together for the purposes of operating Busing Services for collection of schools. Route Packages are detailed within RFP #4031.

"Route / Run Verification Rate" has the meaning given to it in Schedule 4 – Rates.

"Run(s)" means a group of assigned Bus Stops to an individual school bus in order to transport Students either to or from the school they are attending.

"Service Fleet" means all service vehicles used by the Operator in the provision of the Services.

"Services" has the meaning given to it in Section 2.1.

"Spare Bus Driver(s)" means an employee hired on an intermittent basis by the Operator who is available to fulfill any driving requirement of the Operator.

"Special Needs Route" means a Route that picks up students for service who have identified Special Needs. These Routes have been detailed in Route Package #5, in RFP #4031.

"Student(s)" means a student enrolled in a school within the HRCE.

"Student Transportation Management Suite" means a software package that allows for shared access to information including bus Routes, individual student transportation details, the Operator's Service Fleet detail, and other information.

"Student Transportation Policy" means the Student Transportation Policy of the HRCE.

"Surety Bond" has the meaning given to it in Section 6.6(a).

"Term" has the meaning given to it in Section 3.2.

"Termination Assistance" has the meaning given to it in Section 14.6(a).

"Total Daily Rate" has the meaning given to it in Section 12.2(a).

"Trial Run(s)" means runs of Routes by Bus Drivers preceding the first day of school each year, and prior to implementing any Route adjustment, where the Route is travelled to ensure familiarity with all turn and stop details assigned in the Route.

"Variable Rate(s)" has the meaning given to it in Schedule 4 – Rates.

"Wait Time Rate" has the meaning given to it Schedule 4 – Rates.

"Workers' Compensation Act" means the Nova Scotia *Workers' Compensation Act*, 1994-95, c.10, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

SCHEDULE 2
BUS DRIVER / BUS MONITOR SAFETY TRAINING PROGRAM

The Operator must provide safety orientation and evacuation drills for all Bus Drivers, permanent or temporary. The Operator must provide, if requested by the HRCE, the date(s) and agenda for any such orientation or drills and the HRCE shall have the option to attend such orientation or drills. The Operator is required to keep accurate records of all employees' training and make them available to the HRCE. The program must consist of the following:

Initial Training

- (a) Awareness of sensitivity for Students with special needs;
- (b) Diversity training (human rights);
- (c) First Aid – including EpiPen or similar generic devices and CPR;
- (d) Bus evacuation procedures;
- (e) Collision procedures;
- (f) Student management, maintaining and reporting school bus discipline;
- (g) Conflict management;
- (h) Policies and procedures of the HRCE (including those forth in Schedule 5 – Policies and Procedures of the HRCE);
- (i) Management of bullying; and
- (j) Child check training for electronic or manual process.

Annual Refresh

- (a) Awareness of sensitivity for Students with special needs;
- (b) EpiPen or similar generic devices;
- (c) Bus evacuation procedures;
- (d) Collision procedures;
- (e) Student management, maintaining and reporting school bus discipline;
- (f) Conflict management; and
- (g) Policies and procedures of the HRCE (including those forth in Schedule 5 – Policies and Procedures of the HRCE).

Every three years refresh

- (a) Defensive driving certification (the full DDC-6 must be refreshed over a three (3)year period);
- (b) First Aid, including CPR certification;

- (c) Diversity training (human rights); and
- (d) Child check training for both electronic and manual process.

Safety Programs

The Operator should be prepared to assist with this promotion by providing safety orientation for new Student at the end of August each year.

**SCHEDULE 3
CONTRACT MANAGEMENT**

Contract Management data will be collected in a variety of ways throughout the term of the Contract (e.g. route audits, customer satisfaction surveys, facility audits, accident/incident/customer complaints reporting and analysis). Supplementary measures may be added while measure that do not provide value will be discontinued.

The Contractor are encouraged to ask any questions regarding the purpose of information collected, as Performance Measures Audits are meant to be open and transparent.

Specific company results will not be shared among contractors. The process is designed to improve the capabilities of the school bus contractors, which, through co-operative communication and feedback will improve the overall efficiency of the services for HRCE.

Performance Measures

There are many different performance measures that are performed through the year, ranging from simple contract compliance confirmations to more sophisticated operator facility audits. The following measures may be used.

- Contract Compliance Monitoring
- Facility Audits –Third Party & HRCE
- Audits –Route, Run and Bus Stop
- Delayed Routes
- Average Run and Route Time
- Vehicle Utilization
- Student Distance
- Student Ride Time
- Student Eligibility
- Student Ridership
- Collisions
- Incidents
- Customer Service Surveys
- Transportation Statistics

Contract Compliance Monitoring

The following contract compliance confirmations must be received in the HRCE office on or before September 1st annually:

Safety Program	Submission of a complete copy of the Operator’s current safety program
Driver and Vehicle Qualification and Consent to Disclosure	An up to date Bus Driver’s Driver Abstract and current Commercial Vehicle Operator’s Registration Search is required prior to the start date of the contract and at the request of the Consortium.
Evidence of Insurance	Evidence of insurance required fifteen (15) days before the Contract Effective Date Due August 16th

Workplace Safety and Insurance Board Insurance (WSIB)	Proof of coverage and clearance certificate indicating the Operator is in good standing
Copy of the Driver Training Manual	A current driver training manual is to be provided to the Consortium
Service and Safety Surveys and Programs	The Operator's current safety program will be made available to the HRCE
Operator's Operation's Supervisor	Provide the name to the HRCE for both the morning and afternoon shifts
Route Number Sign requirement	Confirmation of route signs on every bus (Third window, passenger side) – HRCE additionally requests a route number sign be placed on the driver's side of the bus for students/parents who wait on the opposite side of the street

Facility Audits

HRCE may perform facility audits on all school bus operator facilities. The audit will consist of the following:

Vehicle Maintenance:

- Detection, Reporting and Repair
- Trip Inspections
- Reporting
- Repair
- Records
- Fleet records

Qualification, Records and Reporting:

- Qualified Driver
- Driver Abstract
- Conviction Records
- Operator Collisions

Hours of Service

- Check Log Books
- Data Items (Records)

Additional Items (HRCE Specific)

- Licensing and Equipment
- Licensing in Accordance with Acts, Regulations and Standards
- Ministry of Transportation Annual Inspection Certificate
- Maintaining Log Book and Hours of Work
- Driver Licensing Requirements
- Vehicle Characteristics (minivans equipped with childproof locks)
- Vehicle Communications (two-way radio)
- Compliance with Definition of School Bus

HRCE staff will perform facility audits on all school bus operators annually. The HRCE audit consists of the following:

Contract Section	Driver Compliance
5.6, 5.7, 5.9	Verify that driver file has the appropriate license for driver; 2 for 24+ passengers, 3 for less than 24 passengers and "A" as applicable (air brakes)
5.6, 5.6, 5.9	Evidence of Criminal Background Check/Vulnerable Sector Screening
5.6, 5.9	Evidence of annual Epi-Pen Training, annual Ryan's Law, annual First Aide training, annual CPR refresher (renewable every 3 years)
5.9	Copy of current driver's abstract is on file and Drivers Medical
5.9	Incidents/complaints received from HRCE with follow up in file
5.9	HRCE Confidentiality Agreement
5.9	Drivers Hours of Service recorded on/off duty
Contract Section	Bus and Route record keeping
5.9	Actual ridership confirmation -routes on file up to date and consistent with records on file at HRCE
5.9	Evidence of driver retraining on preventable accidents/incidents
5.9	Routes and other information (medical documentation) provided by HRCE stored in a secure location
5.9	Defects properly recorded and appropriate repairs made
Contract Section	Safety and Training
5.9	Copy of current Training Manual provided (material consistent with contract)
5.9	Copy of First Aid Course Outline

5.9	Review of Driver Safety Training including Initial, Annual and 3 year training (defensive driving and First Aid and CPR)
5.9	Verify Drivers are trained in vehicle evacuations
5.9	Verify Child Check Policy in place
Contract Section	Vehicles
5.9	Route signs in all windows (3 rd window from service door)
5.9	Evidence of First Aid Kit and properly stocked
5.9	Vehicle is clean with no items left on the bus (other than required), under the seats etc.
5.9	Seat Belt Cutters, fire extinguisher
5.9	Child Check mechanism in place on vehicle

Route Audits

Each Transportation Router will perform route, run and bus stop audits periodically. These audits will be performed in a number of ways:

- Follow the bus
- Bus Stop site visit
- School site visit
- GPS audit

HRCE staff will complete the “Route Audit” form after every audit. All discrepancies will be followed up with the Operator and resolved in the most appropriate manner. Failure to comply could result in route adjustment, driver discipline, financial penalties, in accordance with contract. All serious infractions will be brought to the attention of the HRCE Transportation Coordinator.

System Service Analysis (as of Oct. 31st)

The System Service Analysis data will be extracted from Bus Planner before October 31st. Once the data is extracted and the information compiled into the approved format the Operator will review the information and follow up on any unanticipated changes.

Once the formal review and analysis is complete, the Operator will present the annual System Service Analysis to the HRCE.

The System Service Analysis will include the following data along with corresponding charts:

- Student Eligibility

- Number of Schools
- Route Time
- Route Distance
- Route Combination Summary
- Transportation Statistics
- Vehicle Utilization
- Student Distance Summary
- Student Ride Time

Collision Analysis

HRCE will continually review and analyze all collisions that involve vehicles in the Service Fleet. Accidents will be reported on a Collision / Incident Report Form within 24 hours of the accident. If the accident has been deemed preventable, the operator will confirm the driver improvement measures they have taken as soon as possible with the driver involved in the accident.

The Operator will analyze the accident data and based on the findings, and if deemed appropriate, recommend course content for upcoming driver safety workshops or alternate remedies to address identified concerns.

Incident Analysis

An incident is considered to be anything 'out of the norm' that occurs while the vehicle is en-route with students on board. All incidents will be reported on a Collision / Incident Report. HRCE will continually review and analyze all incidents that are reported to HRCE. The transportation provider will inform HRCE staff via email as soon as possible and then complete an incident report within 24 hours of the occurrence.

HRCE will analyze the data and based on the findings, and if deemed appropriate, will recommend an action plan to address identified concerns.

Customer Complaint Analysis

In an effort to understand the expectations of our customers HRCE staff will track complaints received from our customers; parents, students and school board staff. Complaints will be tracked and shared with the Operator. The Operator must respond to complaints and if appropriate, provide an action or improvement plan.

The Operator will analyze the data periodically to understand the unique expectations of the customer. The HRCE Transportation Team will assess the need to change or alter business practices which may include alternate or new ways of doing business. Any new initiatives will be presented to the HRCE Staff and the Operator along with any supporting data from the customer complaint database.

Customer Service Survey

A customer service survey will be sent to all school principals. The survey will consist of a set of defined questions which will assist staff in determining any service gaps. The data will be analyzed, a communiqué summarizing the responses will be provided back to the school administrators.

Annual Contract Management Calendar

Month	Task
July	Send out Compliance Checklist to Bus Operators Review prior school year performance measures: <ul style="list-style-type: none"> • Accident Data

	<ul style="list-style-type: none"> • Customer Complaint Data • Incident Data • System Service Data
August	Receive and verify Compliance Checklist Items Review of contractual obligations
September	Actual ridership confirmation Route Audits
October	System Service Analysis, October 31 st Route Audits, ongoing
November	Route Audits, ongoing
December	Route Audits, ongoing
January	Route Audits, ongoing
February	Route Audits, ongoing
March	System Service Analysis –March 31 st Route Audits, ongoing Facility Audits
April	Route Audits Customer Service Survey – Principals Facility Audits
May	Route Audits
June	Route Audits
Annual Check	Analyze Collision Data Analyze Customer Complaint Data Analyze Incident Data

SCHEDULE 4 RATES

<insert rate table from Rate Bid Form [To be completed after selection of the successful Proponent]>

Regulatory Fee Increases

If any regulatory agency or government having jurisdiction in Nova Scotia changes any of its regulatory requirements for the operation of school buses and such change demonstrably increases the operating costs of the Operator in respect to the provision of the Services, the Operator may notify the HRCE in writing that it has or expects to have an increase in its operating costs. The notice shall set out the nature of the increase, the amount of the increase and the evidence of the impact on cost as a result of the change, the proposed change in fees and expenses and the date of the expected increase. The HRCE shall have a period of sixty (60) calendar days to review the report. Provided there is a demonstrable increase (more than twenty-five (25) percent) in the Operator's operating costs, the HRCE shall increase the fees and expenses by the amount of the actual increase above the twenty-five (25) percent increase in operating costs effective as of the date the Operator incurred the increase in the operating costs.

SCHEDULE 5
POLICIES AND PROCEDURES OF THE HRCE

It is the expectation that the Operator is familiar with all of the HRCE policies and procedures. The driver must be trained on the following policies/procedures and can be found on the HRCE website.

- F.005 Student Transportation
- B.010 Reporting Child Abuse and Neglect
- B.012 School and Bus Cancellation
- B.014 School Trips
- C.011 Medical Conditions – Assigned Health Care Needs of Students

**SCHEDULE 6
ANNUAL EMPLOYEE CONFIDENTIALITY**

OPERATOR EMPLOYEE CONFIDENTIALITY AGREEMENT

As an employee, you will be privileged to sensitive and confidential information. This might include personal information and/or medical information of the persons we transport (i.e. student's name, class / grade, photo image, medical notes, 911 address, mailing address, etc. hereafter collectively referred to as "**Personal Information**"). Any information that you do receive that is of this nature must be held in the strictest confidence and not be disclosed to third Parties, other than in an emergency situation affecting the health and well-being of the student in question. A breach of confidentiality could result in disciplinary action.

The undersigned hereby acknowledges the above and in consideration of employment with the Operator, agrees to maintain Personal Information in confidence and shall not disclose same except as is otherwise set out above.

Signature: _____

Date: _____

School Bus Operator: _____

Company Representative: (Initials) _____ Date: _____, 20XX

**SCHEDULE 7
OFFENCE DECLARATION**

Offence Declaration

Name: _____ Date of Birth: _____

Position: _____ Route No: _____

I DECLARE, since the last Criminal Background Check collected by this company, as the case may be, or since the last Offence Declaration given by me to this company, that:

I have no convictions under the Criminal Code of Canada up to and including the date of this declaration for which a pardon has not been issued or granted under the *Criminal Records Act*.

OR

I have the following convictions for offences under the Criminal Code of Canada for which a pardon under the Criminal Records Act (Canada) has not been issued or granted.

List of Offences

1 Date: _____

Court Location: _____

Conviction: _____

2. Date: _____

Court Location: _____

Conviction: _____

DATED at _____, Nova Scotia, this _____ day of _____, 20__.

Declared to be true, correct and complete.

Signature of Employee

It is a serious offence to make a false statement on this form. Doing so would lead to discipline up to and including termination of employment.

SCHEDULE 8
RFP #4031

<<FINAL VERSION TO INCLUDE RFP>>

(please see attached)