



**Halifax**

Regional Centre for Education

**Request for Proposals**

**#4259**

**Student Transportation Services**

**Transportation of Students with Special Needs**

**In Accordance with the  
Province of Nova Scotia School Transportation Policy**

***October 2024***

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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** (the “HRCE”) to prospective proponents (the “Proponents” and each, a “Proponent”) to submit proposals (each, a “Proposal”) for the provision of **Transportation of Students with Special Needs** as further described in the RFP Particulars (Appendix C) (collectively, 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 4259), HRCE is seeking Proposals from qualified organizations for the provision of Transportation of Students with Special Needs, for a five (5) year term beginning on July 16, 2025, and ending on July 15, 2030, with an option to renew for one (1) additional two (2) year term (the “Renewal Term”). The decision to exercise the Renewal Term will be at the sole discretion of the HRCE.**

This RFP is seeking a service provider (or providers) to transport students with special needs by bus to and from school, safely and on time, in accordance with the terms and conditions of a busing agreement for the provision of Services (the “Contract Agreement”). Upon execution of a Contract Agreement, the service provider(s) will prepare its operations in order to supply and maintain the vehicles, labour, facilities and other aspects necessary to perform the Services. Home to School Services will begin in September 2025, however, Proponents should note that they will be required to demonstrate their operational readiness to perform Services, and complete start-up obligations, prior to the beginning of Services. This RFP has been designed to allow Proponents to submit a Proposal in respect of both Route Packages (as defined herein) or one Route Package in the Service Area (as defined herein). The HRCE is interested in working with Proponents who will work in conjunction with HRCE to provide exceptional service to its students and all its stakeholders.

### 1.2 RFP Contact

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

**Contact:** Nancy Rideout, Purchasing Manager  
**Office:** (902) 464-2000 ext. 2222  
**Email:** [nrideout@hrce.ca](mailto:nrideout@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 Proponent’s Proposals.

### 1.3 Type of Contract for Services

Successful Proponent(s) will be invited to finalize the Contract Agreement with the HRCE. The form of agreement provided in Appendix G (the “Form of Agreement”) contains the terms and conditions for the Services to be provided by a Successful Proponent to the HRCE. The final Contract Agreement will be substantially in the form set forth in Appendix G, subject to limited negotiation within the framework of this RFP.

#### 1.4 RFP Timetable

<b>Upcoming RFP Notification</b>	<b>October 7, 2024</b>
<b>Issue Date of RFP</b>	<b>October 25, 2024</b>
<b>Mandatory Proponents Meeting</b>	<b>November 7, 2024 @ 2:00pm ATL</b>
<b>Deadline for Questions</b>	<b>November 15, 2024</b>
<b>Deadline for Issuing Addenda</b>	<b>November 20, 2024</b>
<b>Closing Date and Time (the “RFP Closing Time”)</b>	<b>November 29, 2024 @ 2:00 pm ATL</b>
<b>Rectification Period</b>	<b>2 business days,</b> <i>commencing from the date that the HRCE issues a rectification notice to Proponent(s).</i>
<b>Proponent Presentations</b>	<b>December 16-19, 2024</b>
<b>Finalized Scoring of Proponents</b>	<b>December 20-31, 2024</b>
<b>Finalizing Contract Agreement(s) (the “Contract Execution Period”)</b>	<b>14 calendar days,</b> <i>commencing from the date the HRCE selects a Proponent as a Successful Proponent.</i>
<b>Anticipated Execution of Agreements</b>	<b>January 15, 2025</b>

*This timetable may be amended by the HRCE at any time.*

#### 1.5 RFP Documents

- (a) This RFP;
- (b) Appendix A – Technical Submission Form;
- (c) Appendix B – Price Submission Form;
- (d) Appendix C – RFP Particulars;
- (e) Appendix D – Route Details;
- (f) Appendix E – Mandatory Requirements Checklist; and
- (g) Appendix F – Nova Scotia School Transportation Policy
- (h) Appendix G – Busing Agreement
- (i) Any posted Addenda pursuant to Section 3.4.2.

## 1.6 Mandatory Proponents Meeting

A mandatory Proponents Meeting will be held at the HRCE Central Office on the following date and time (the “**Proponents Meeting**”):

<b>Date</b>	<b>Thursday, November 7, 2024</b>
<b>Time</b>	<b>2:00pm Atlantic Time</b>
<b>Location</b>	<b>Halifax Regional Centre for Education 33 Spectacle Lake Drive Dartmouth, Nova Scotia B3B 1X7</b>
<b>Telephone</b>	<b>(902) 464-2000 (Main Reception)</b>
<b>Please RSVP</b>	<a href="mailto:hrcetenders@hrce.ca">hrcetenders@hrce.ca</a>

A mandatory Proponent Meeting will serve as a briefing to prospective Proponents and will cover the details and Services to be contracted for.

The Proponent (or Proponent’s representative with a letter of authorization from the Proponent) must be in attendance for the entire duration of the Proponent Meeting. Late arrival and/or early departures, without prior notification to HRCE of extenuating circumstances such as travel delays that are outside of the control of the Proponent, which HRCE may accept/deny in its sole discretion, will not be allowed and will result in the Proponent being ineligible to submit a Proposal. A sign-in sheet will require mandatory sign in and will be provided at the commencement of Proponent briefing. Once the Proponent Meeting has officially started, as indicated by the representative of the HRCE selected to lead the Proponent Meeting (the “**Meeting Lead**”), attendees will no longer be allowed to sign-in or granted access to the Proponent Meeting. The Meeting Lead will indicate when the Proponent Meeting has officially ended, and any Proponent that has departed early, as recorded by the HRCE, will be subject to the provisions of this Section 1.6 without any warning from the HRCE that they are departing prior to the end of the Proponent Meeting.

Proposals will only be accepted from Proponents who had a representative attend the Proponent Meeting in accordance with the provisions of this Section 1.6. A teleconferencing option (i.e. attending via Teams, zoom, or telephone) will not be available except as a result of extenuating circumstances, emergency situations or other reasons reasonably out of the Proponent’s control. In the event of such circumstances/situations/reasons, the Proponent must give the HRCE advance notice of their inability to attend the Proponent Meeting in person, the reason for their inability to attend, and receive pre-approval by HRCE.

Proponents are asked to indicate their planned attendance in advance by email to [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca) outlining the organization name, authorized representatives, positions within the organization, and number of person(s) that plan to be in attendance. The HRCE requests that planned attendance be provided by November 4, 2024 so that appropriate accommodations can be made to host the Proponent Meeting.

## 1.7 Submission of Proposals

The HRCE will receive RFP Submissions in the form of a two-file Proposal from Proponents which is signed and electronically received before the RFP Closing Time. The email address to submit submissions (and amendments, if applicable) is [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca). Both files should be submitted in Adobe (.pdf) format. If the electronic submission is larger than 20MB, Proponents have the option of sharing files from google drive to [hrcetenders@gnspe.ca](mailto:hrcetenders@gnspe.ca). If a Proponent encounters difficulties, they must contact the RFP Contact for further clarification *before* the RFP Closing Time, ensuring that sufficient time has been provided for the RFP Contact to investigate and respond to the inquiry.

Proposals received after the RFP Closing Time will be rejected and not considered. The HRCE deems the submission date and time to be the email received date and time, as recorded by its email servers. Proponents must ensure to allow for sufficient time for its submission to be received by the HRCE prior to the RFP Closing Time. Please consider that large files may require considerable transmission time.

Proponents are to submit completed RFP documents by email with the following naming convention:

The technical submission electronic file should be named:

**“Technical Submission\_4259\_Proponent Name”**

The second file (Price Submission) should be named:

**“Price Submission\_4259\_Proponent Name”**

There must be no reference to elements of the Price Submission (*as defined below*) within the Technical Submission (*as defined below*). Proposals containing aspects of the Price Submission within the Technical Submission will be rejected, and will not have the benefit of the Rectification Period (*as defined below*).

The HRCE no longer holds “public openings” for requests for proposals relating to goods, services or construction. Proposals will only be examined after the RFP Closing Time. All Proposal submissions are subject to evaluation after opening and before award of contract. The Successful Proponent and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after the award to the Successful Proponent(s) has been made, and updated accordingly should another Proponent become the Successful Proponent pursuant to the terms and conditions of this RFP.

Amendments to the submitted Proposal will be permitted if received by email prior to the RFP Closing Time and if endorsed (in writing) by the same party or parties who executed the Proposal. In such a case, the following naming convention must be followed:

If it relates to the technical submission, the electronic file should be named  
**“Technical Submission Amendment\_4259\_Proponent Name”**

If it relates to the price submission, the file should be named:  
**“Price Submission Amendment\_4259\_Proponent Name”**

At any time prior to a Proponent’s execution of a Contract Agreement, a Proponent may withdraw its Proposal. To withdraw a Proposal, a notice of withdrawal must be sent to the RFP Contact in accordance with Section 1.2 and must be signed by an authorized representative of the Proponent.

Please note that, in accordance with Section 2.2.3, if a Proposal is withdrawn by a Proponent after being selected as the Successful Proponent, the Proponent shall forfeit (partially or in full, at the HRCE’s sole discretion) its Proposal Security.

Proposal submissions will not be accepted by any method other than outlined in this RFP. Without limitation Proposal submission by fax, mail, courier, or hand delivery, are not permitted and will be rejected by the HRCE.

[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 limited negotiations in the following five stages:

Stage	Description
I	Mandatory Submission Requirements
II	Evaluation of Proposals
III	Proponent Presentations
IV	Evaluation of Pricing
V	Ranking & Finalize Contract Terms

### 2.2 Stage I – Mandatory Submission Requirements

Stage I – *Mandatory Submission Requirements* will consist of a review of the submitted Proposals to determine whether each Proposal received by the HRCE complies with all of the Mandatory Submission Requirements.

For each Proposal that fails to satisfy all of the Mandatory Submission Requirements (a “**Non-Compliant Proposal**”), the HRCE will issue the Proponent that submitted the Non-Compliant Proposal a rectification notice identifying the deficiencies in respect of the Non-Compliant Proposal (the “**Rectification Notice**”), and provide such Proponent(s) an opportunity to rectify the deficiencies noted in the Rectification Notice within the Rectification Period.

If a Proponent fails to submit a Proposal that satisfies the Mandatory Submission Requirements prior to the expiration of the Rectification Period, the Proposal will be deemed a Non-Compliant Proposal and rejected at that point in time. The Rectification Period will commence, for each Proponent, on the date that the HRCE issues a Rectification Notice to that particular Proponent.

The Rectification Period does not apply to a failure to complete a two-file submission or the inclusion of a Pricing Submission in the Technical Submission. A Non-Compliant Proposal containing such errors will be rejected and not subject to a Rectification Notice or the Rectification Period.

**The Mandatory Submission Requirements are as follows:**

#### 2.2.1 **Submission Form (Appendix A)** (the “**Technical Submission**”)

Each Proposal must include a completed and executed Technical Submission Form in the form attached at **Appendix A** hereto (the “**Technical Submission Form**”). In order to constitute a compliant Technical Submission the Technical Submission Form must be completed in its entirety and signed by an authorized representative of the Proponent.



**2.2.2 Submission Pricing Form (Appendix B) (the “Pricing Submission”)**

Each Proposal must include a completed and executed Price Submission Form in the form attached at **Appendix B** hereto (the “**Price Submission Form**”). In order to constitute a compliant Price Submission the Price Submission Form must be completed in its entirety and signed by an authorized representative of the Proponent.

**2.2.3 Other Mandatory Submission Requirements** (together with the Technical Submission and the Price Submission the “**Mandatory Submission Requirements**”)

**a. Proposal Security**

1. Proposal Security must be provided by each Proponent in favour of the HRCE and must be included in each Proposal in the amount of \$250,000 (two hundred fifty thousand dollars) (the “**Proposal Security**”).
2. All costs associated with Proposal Security are payable by the Proponents and are the sole responsibility of the Proponents.
3. Proposal Security is required by each Proponent to guarantee that, should such Proponent be selected as the Successful Proponent, it shall enter into the Contract Agreement with the HRCE.
4. The Proposal Security is subject to full or partial forfeiture (at HRCE’s sole and unfettered discretion) to the HRCE if a Successful Proponent: (a) withdraws its Proposal after being selected as a Successful Proponent; and/or (b) fails to execute the Contract Agreement during the Contract Execution Period.
5. The Proposal Security may be submitted in the form of a bid bond accounting for the requirements of this Section 2.2.3 (in a form and substance acceptable to the HRCE, in its sole discretion), certified cheque, money order, or bank draft. If a bid bond is selected, it may initially be submitted as part of the Technical Submission in electronic format, and if requested by the HRCE, the Proponent must provide the original bid bond to the HRCE within five (5) calendar days.
6. Upon the execution of Contract Agreement(s) by Successful Proponent(s), the Proposal Security submitted by Proponents that are not Successful Proponent(s) will be returned to such Proponent(s) without interest.
7. HRCE reserves the right to return the Proposal Security of any Proponents, prior to or following the execution of Contract Agreement(s), in its sole and unfettered discretion.

**b. Letter of Surety**

The HRCE requires a letter of surety guaranteeing that if the Proponent is selected as a Successful Proponent and enters a Contract Agreement, the surety will provide a performance bond in an amount equal to \$2,500,000 (two million five hundred thousand dollars) per Route Package awarded.

**2.3 Stage II – Evaluation**

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proposals that do not meet the minimum threshold score required for Subtotal A will not proceed further in the evaluation process.

During Stage II - *Evaluation*, the HRCE will perform a comparative evaluation of all Proposals received by an evaluation committee comprised of representatives of the HRCE and other third parties which they may designate in their discretion in accordance with Section 3.1.8 (the “**Evaluation Committee**”). All decisions with respect to the evaluation of Proposals and recommendations to the HRCE are the responsibility of the Evaluation Committee.

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

**2.3.1 Mandatory Technical Requirements**

The Evaluation Committee will review submitted Proposals to determine whether the requirements as set out in Section C.3 of the RFP Particulars set out in **Appendix C** (the “**Mandatory Technical Requirements**”) 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 of this RFP. If a Proposal fails to satisfy the Mandatory Technical Requirements by the expiration of the Rectification Period, if applicable, the Proposal will be deemed a Non-Compliant Proposal and excluded from further consideration.

**2.3.2 Rated Criteria**

The Evaluation Committee will evaluate each compliant Proposal that is compliant with the Mandatory Technical Requirements on the basis of the rated criteria as set out in Section C.4 of **Appendix C** (the “**Rated Criteria**”).

The following is an overview of the categories and weighting for the Rated Criteria. Proposals which do not meet a minimum score of 63.00 points for the Subtotal A – *Minimum Required Score* section will not proceed further in the evaluation process.

Section	Rated Criteria	Points
C.4.1	Corporate Profile and Service Administration	5
C.4.2	Implementation Plan	15
C.4.3	Operator's Service Experience	15
C.4.4	Communications and Client Service	10
C.4.5	Bus Driver and Bus Monitor Staffing	10
C.4.6	Safety / Training	15
C.4.7	Fleet Maintenance and Management Program	20
<b>Subtotal A - Minimum Required Score = 63</b>		<b>90</b>
C.4.8	Proponent Presentations	15
C.4.9	References	15
B.3	Pricing	30
<b>Total Points</b>		<b>150</b>

All evaluation scores will be rounded to the second decimal point.

## **2.4 Stage III – Proponent Interviews and References**

Stage III will consist of Proponent interviews and verbal reference checks.

Proposals that do not achieve the following will not advance to Stage III – Proponent Interviews and References:

1. be deemed by the HRCE to be compliant with the requirements of Stages I and II; and
2. achieved a minimum score of 63.00 points for the Subtotal A – Minimum Required Score

Proponent interviews and references will permit the Evaluation Committee to validate that the Proposal is fully compliant with all of the RFP Mandatory Technical Requirements and ratings have been assigned properly in accordance with Section II – *Evaluation*.

As set out above Proposals will be scored in accordance with the Rated Criteria in Stage II – *Evaluation*. Proponent interviews and references may then be used to adjust scores attributed during the Stage II - Evaluation of the Mandatory Technical Requirements. Proponents are not permitted to present new information or adjust its Proposal during Stage III - *Proponent Interviews and References*.

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

## **2.5 Stage IV – Pricing**

Stage IV will consist of a scoring of the Pricing Submission of compliant Proposals in accordance with the price evaluation method set out in the Price Submission Form. The evaluation of the Price Submission will be undertaken after the evaluation of the Mandatory Submission Requirements, Mandatory Technical Requirements, and Rated Criteria has been completed, and will be completed only for Proposals which have met the requirements (including minimum threshold scores) of Evaluation Stages I, II, and III.

## **2.6 Stage V – Ranking and Contract Finalization**

### **2.6.1 Ranking of Proponents**

After the completion of Stage IV, all scores from Stage I, Stage II and Stage III will be added together, and, subject to the rules and rights in this RFP, Proponents will be ranked in respect of each Route Package (as set forth in Appendix C) (each a “**Route Package**”) based on its total score in respect of each particular Route Package.

Proponents are asked to provide their preferred ranking of the Route Packages on their Price Submission Form.

### **2.6.2 Award of Route Packages**

Both Route Packages offered in this RFP may be awarded to a single Proponent. The HRCE reserves the right to award Route Package(s) to Proponent(s) that do not have the highest combined score, and/or do not have the lowest bid price, should the HRCE determine, in its sole discretion, that greater value can be obtained by selecting a different Proponent. Without limiting the generality of the foregoing, HRCE

reserves the right to consider a Proponent's past performance or conduct on previous contracts with the HRCE within the last eighteen (18) months for similar or related service in making this determination.

If the HRCE experiences one or more of the following circumstances, the HRCE has the right to amend the Route Packages (the "**Route Package Contingencies**"):

- 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 any Route Package Contingencies prohibit the top-ranked Proponent for any Route Package from entering into direct Contract Agreement negotiation, in addition to any other applicable rights within this RFP, or at law, 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.

### **2.6.3 Consecutive Negotiations Process**

After the award of each Route Package pursuant to Section 2.6.2, the Successful Proponent(s) will be invited to execute Contract Agreement(s) substantially on the terms and conditions outlined in the Form of Agreement during the Contract Execution Period.

Notwithstanding the foregoing, minor alterations to the Form of Agreement may be made during the Contract Execution Period, at the discretion of the HRCE, and may include, without limitation, the particular details of the Successful Proponent(s), the particular Price Submission information, specific information contained in the successful Proposal (including clarifications or supplements, as necessary), or such other matters as the HRCE may determine are necessary to give proper effect to the Contract Agreement(s).

At the sole discretion of the HRCE, certain value-added provisions may be negotiated between the Successful Proponent and the HRCE during the Contract Execution Period and incorporated into the Agreement.

An award pursuant to Section 2.6.2 and/or selection as a Successful Proponent does not constitute a legally binding offer to enter into Contract Agreement(s) on the part of the HRCE or Proponents and there will be no legally binding relationship created with any Proponent prior to the execution of a Contract Agreement(s).

### **2.6.4 Contract Execution Period**

The HRCE intends to finalize and enter into Contract Agreement(s) with the Successful Proponent(s) during the Contract Execution Period. Proponent(s) invited to enter into the Contract Execution Period should therefore be prepared to provide any information requested by the HRCE, including any minor amendments that are

consistent with the framework outline in Section 2.6.3 that it wishes for HRCE to consider within two (2) Business Days of its selection as the Successful Proponent. The HRCE is not obligated to entertain any changes to the Form of Agreement, and may opt, in its sole and unfettered discretion, to proceed to the Contract Execution Period with the next ranked Proponent in respect of each Route Package in accordance with Section 2.6.5.

**2.6.5 Failure to Enter into Contract Agreement(s)**

If a Successful Proponent and the HRCE do not complete an executed Contract Agreement within the Contract Execution Period, the HRCE may, upon notice to such Proponent, discontinue discussions with the top-ranked Proponent and invite the next ranked Proponent to enter the Contract Execution Period. This process shall continue until the earlier of: (a) Contract Agreement(s) being finalized in respect of all Route Packages; (b) there are no more Proponents that are eligible to execute Contract Agreement(s) in accordance with this RFP; or (c) the HRCE elects to cancel this RFP process.

**2.6.6 Notification to Other Proponents**

Once Contract Agreement(s) are finalized and executed by the HRCE and the Successful Proponent(s), all other Proponents will be notified in accordance with the Terms and Conditions of Part 3 of this RFP.

[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 Proponent's Proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's 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, and final decision to award a contract to a particular Proponent, the HRCE may include information provided by the Proponent's references and may also consider a Proponent's past performance or conduct on previous contracts with the HRCE within the last eighteen (18) months for similar or related services.

#### 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 Proponent's 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 and 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 Agreement(s)**

The HRCE makes no guarantee of the value or volume of work to be assigned to the Successful Proponent(s). Contract Agreement(s) to be negotiated with the selected Proponent(s) 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 Agreement(s).

**Extra-Curricular Transportation**

The Proponent shall supply and maintain such number of school buses and personnel as are reasonably required to fulfill HRCE's needs for extra-curricular transportation specific to this RFP.

**Home to School Service**

School bus service provided to meet the requirements of the HRCE Student Transportation policy and refers to picking up of students at designated locations and conveyance to school for regular school days. This also includes pick up at school and conveyance to designated drop off locations later in the day (noon or afternoon).

**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**

Any document submitted in response to this RFP.

### **School Year**

The period of time commencing on August 1 of any year and ending on July 31 of the proceeding year.

### **Service Area**

The geographic region of the Halifax Regional Municipality in the Province of Nova Scotia.

### **Services**

The Services to be provided by an operator to the HRCE under Contract Agreement(s), as defined therein.

### **Special Needs Transportation**

The transportation of students who are designated by the HRCE in accordance with the *Nova Scotia Student Transportation Policy* to be transported to and from school.

### **Successful Proponents**

Any Proponents that have their Proposal selected as a successful Proposal pursuant to this RFP.

## **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 Proponent's 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 Agreement(s) cannot be awarded unless the Successful Proponent(s) are registered and in good standing, in accordance with applicable laws.



If the Proponent's business is not required to register in Nova Scotia, Proponent(s) 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, in accordance with 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 Proponent's Proposal, including but not limited to clarification with respect to whether a Proposal meets the Mandatory Technical Requirements. The HRCE may revisit and re-evaluate the Proponent's 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 Agreement(s) 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: <https://procurement-portal.novascotia.ca/tenders>

#### **3.5.2 Supplier Complaint Procedure**

If Proponents wish to file a complaint in regard 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 Technical Submission Form.

#### **3.6.2 Disqualification for Prohibited Conduct**

The HRCE may disqualify Proponents, rescind an invitation to execute Contract Agreement(s), or terminate Contract Agreement(s) 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 Technical Submission Form .

#### **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 Agreement(s) entered into pursuant to this RFP without the prior written 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 Proponent(s).

### **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 Proposal**

The HRCE may reject a Proposal and/or refuse to enter into a Contract Agreement with a Proponent 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 Proponent(s) during the most recent contract period with the Proponent.

## **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 Agreement(s) for the Services;
- c. must not be disclosed without prior written authorization from the HRCE; and
- d. must be returned by Proponent(s) to the HRCE immediately upon request of the HRCE.

### **3.7.2 Confidential Information of Proponent(s)**

Proponent(s) should identify any information in their 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. Proponent(s) 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.

Proponent(s) 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 Agreement(s)**

This RFP process is intended to identify prospective suppliers for the purposes of finalizing a potential Contract Agreement(s) for Services. No legal relationship or obligation regarding the procurement of any good or service shall be created between Proponent(s) and the HRCE by this RFP process until the execution of written Contract Agreement(s) between Proponent(s) and the HRCE for the provision of the Services.

### **3.8.3 Cancellation**

The HRCE may cancel the RFP process without prior warning, liability, penalty, cost, or expense at any time prior to the execution of a written Contract Agreement(s) between the HRCE and Proponent(s).

### **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 – TECHNICAL SUBMISSION FORM**

**A.1 Proponent Information**

*Please complete the following form, identifying your primary contact for this RFP process.*

<b>Full Legal Name of Proponent:</b>	
<b>Any Other Relevant Name under which Proponent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Company Website:</b>	
<b>Proponent Contact Name and Title:</b>	
<b>Proponent Contact Phone:</b>	
<b>Proponent Contact Email:</b>	
<b>Nova Scotia Registry of Joint Stock #: (Leave blank if NOT applicable)</b>	
<b>Business or HST/GST Registration #: (Leave blank if NOT applicable)</b>	

**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 finalize and 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 G). 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 Price Submission Form. 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 considered 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 Agreement(s) 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. Please attach additional pages if required.

Please describe the nature of the conflict of interest:



**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.

***I have the authority to bind the Proponent.***

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

\_\_\_\_\_  
Signature of Proponent Representative

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

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

## APPENDIX B – PRICE SUBMISSION FORM

### B.1 Instructions on How to Complete Price Submission 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 3 asks Proponents to identify their preference for Route Packages. Proponents are to identify their top Route Package preference with a “1” and the other Route Package with a “2”. This information will be used to ensure that the highest scoring Proponents will be offered an opportunity to enter into discussions for their top preferred Route Package.
- e. Details on routes comprising each Route Package are included in Appendix D.

### B.2 Cost of Labour

Proponents are reminded to consider all aspects of their planned labour force, including any existing or potential union agreements, collective agreements or otherwise, that might apply to this RFP or that may come into effect, or be negotiated, during the term of the Contract Agreement. Proponents should consider inflationary costs, reported challenges in the local market recruiting Bus Drivers and Bus Monitors, as well as other supplementary labour and benefit costs, that might occur during the term of the Contract Agreement.

### 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 Price Submission Pricing (Tables 1 – 2) and based on the details provided on current routes in Appendix D.

To determine total annual cost:

188 school days will be assumed as a baseline.

Bus Monitor Rates will be included in determining the total annual cost.

Wait time rates and Extra/Co-Curricular rates (as such terms are defined in the Form of Agreement) will not be used in determining the total annual cost for evaluating the Price Submission. Proponents are advised that the actual operating days may vary from year to year.

Scoring of the Price Submission 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 submitted a Proposal in respect of, 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 be comprised of a Base Rate, which will cover the costs of the required vehicle, and a series of Variable Rates based on the duration and distance of routes, and the price of fuel. Rates must be provided for each type of vehicle.

##### **a. Base Rate**

The Base Rate for each vehicle is the cost to service a route with one (1) vehicle for one (1) day, for the AM and PM (or noon) routes. The cost equates to the cost of the vehicle less disposal value amortized over the agreed lifespan of the vehicle.

The Base Rate includes, at a minimum:

- Bus purchase price;
- Peripherals;
- Licensing;
- Training;
- Insurance;
- Maintenance;
- Parking facilities;
- General administration;
- Daily bus driver (1) wages;
- Daily bus monitor (1) wages;
- Spare bus drivers;
- Spare bus monitors;
- Required bus equipment, specific to travel for special needs students;
- Operator profit; and
- Start-up trial runs prior to operating.

Additionally, 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.
2. Distance Rate – the Distance Rate will be applied to routes where the total run distance of AM and PM routes combined exceeds fifty (50) kilometers. The Distance Rate shall be provided in dollars / kilometer. This rate will be applied on each kilometer, rounded up to the nearest kilometer.
3. Fuel Rate – the Fuel Consumption Rate (liters/kilometers) will be determined as outlined in the Form of Agreement, Section 12.4. c).
  - Alternative fuel to be negotiated.

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

This RFP requires all Routes to have a Bus Monitor (as such term is defined in the Form of Agreement). This Bus Monitor is paid on an hourly basis, calculated based on time spent providing Services on a Route, for a minimum of three (3) hours per day. Proponents must enter one rate that will be used in all Route Packages. For the evaluation of Pricing a Bus Monitor will be included on each Route.

At times, the Operator (as such term is defined in the Form of Agreement) may be required to provide additional support on a Route(s) by providing an extra Bus Monitor. Such additional Bus Monitor will be paid the same rates, and on the same basis as set out immediately above.

**B.5 Pricing Form (Tables 1 to 5)**

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
15 – 24 School Bus wheelchair dedicated																
15 – 24 School Bus																
54 – 72 School Bus wheelchair dedicated																
70 – 72 School Bus																

**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
15 – 24 School Bus wheelchair dedicated																
15 – 24 School Bus																
54 – 72 School Bus wheelchair dedicated																
70 – 72 School Bus																

**Table 3 – Proponents Preferential Ranking of Route Packages.**

Route Package	Proponent Preference Please identify the Route that is your First Preference
Route #1	
Route #2	

*Please identify your preferred route.*

**Table 4 – Specified Rates**

DESCRIPTION	Basis	Year 1	Year 2	Year 3	Year 4	Year 5
Bus Driver Labour Rate	\$ / Hour					
Bus Monitor Labour Rate	\$ / Hour					
Wait Time Rate	\$ / Hour					

*Wait time rates (as such terms are defined in the Form of Agreement) will not be used in determining the total annual cost for evaluating the Price Submission.*

**Table 5 – Extra/Co-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
15 – 24 School Bus wheelchair dedicated																
15 – 24 School Bus																
54 – 72 School Bus wheelchair dedicated																
70 – 72 School Bus																

*Extra/Co-Curricular rates (as such terms are defined in the Form of Agreement) will not be used in determining the total annual cost for evaluating the Price Submission.*



## 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 Form of Agreement (Appendix G). It is necessary for all Proponents to review in detail the Form of Agreement in addition to the details provided in this Appendix C (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

With over 59,000 students attending 137 HRCE schools, at 143 sites, bus transportation is required for approximately 1,300 special needs students. Special needs students are defined as students having a variety of inclusion and accessibility needs. The Service Area covers the entirety of the Halifax Regional Municipality, which stretches over 5,500 square kilometers with much of the population living in a 500 square kilometers area centered 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 two Regions by “Families of Schools” for the purposes of awarding and managing Contract Agreement(s). Details on regional sub-areas are contained within this RFP.

Student demographics change year to year and throughout every given School Year and must be accommodated. Currently, tiered runs are required to serve schools with staggered bell times throughout our region. Aspects of co-curricular / extra-curricular trips, student orientation, and required safety training are to be included in all Contract Agreement(s).

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) in the Province of Nova Scotia.

You can find data and background on HRM through their Open Data Portal:

<https://www.halifax.ca/home/open-data>

and their interactive mapping service Explore HRM:

<https://www.halifax.ca/home/maps/explorehrm>

For information on HRCE Schools and Growth, please refer:

<https://www.hrce.ca/about-hrce/growth-hrce>

### **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 their Proposal. Note that routing changes are not necessarily on a year-to-year basis. Data provided in this RFP is based on the most recent School Year. Proponents are advised that routing is subject to change prior to the commencement of Services.

#### **Route Package #1**

Contains all Home to School Service routes for the following **Families of Schools**:

- Island View High
- Dartmouth High
- Woodlawn High School
- Auburn Drive High
- Cole Harbour District High
- Eastern Shore District High
- Musquodoboit Rural High
- Marine Drive Academy
- Sackville High
- Millwood High
- Lockview High

Families of Schools include all junior high and elementary schools that feed into each high school. These routes are detailed in Appendix D - Route Details.

**Route Package #2**

Contains all Home to School Service routes for the following **Families of Schools**:

- J.L. Ilsley High
- Bay View High School
- Citadel High School
- Halifax West High
- Bedford and Forsyth Education Centres
- Charles P. Allen High
- West Bedford High

Families of Schools include all junior high and elementary schools that feed into each high school. These routes are detailed in Appendix D - Route Details.

**C.2 MATERIAL DISCLOSURES**

Provisions within the Form of Agreement (Appendix G) 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 Technical Submission Form, Proponents are confirming that they will adhere to these mandatory technical requirements. Proponent’s 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 shall provide a preliminary implementation plan indicating milestone dates for key elements of the plan to meet all the requirements of the Form of Agreement. Further detail is provided in rated criteria.

**C.3.2 Facility / Staffing Requirements**

- a. Proponents shall share their site selection process for identifying potential garage / maintenance facility sites.
- b. Proponents shall share contemplated organizational charts with details (including resumes) for each staff member listed.
- c. Proponents shall identify their prospective Account Manager, as defined in the Form of Agreement.
- d. Proponents shall provide a plan for how it will ensure sufficient Bus Driver and Bus Monitor staffing prior to the beginning of Services; and
- e. Proponents shall 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 shall provide a copy of both the Bus Driver and Bus Monitor Training Program in accordance with the detail provided in the Form of Agreement.
- b. Proponents shall provide a copy of a proposed Student School Bus Safety and Evacuation Training Program.

**C.3.4 Bus Technology Requirements**

- a. The HRCE uses Zonar for their GPS requirements in relation to student transportation. Proponents will be required to contract with this vendor for GPS reporting relating to this RFP.
- b. The HRCE is seeking Proposals for a high-quality video and audio surveillance system to enhance the safety and security of our school buses. The system should include a minimum of three (3) cameras with integrated clear audio recording capabilities, designed to provide comprehensive coverage of both the interior and exterior of the bus, as laid out in the Form of Agreement (Sections 9.9 and 9.10).
- c. The HRCE also requires a dedicated tablet for each bus. Key requirements for the tablets include compatibility with Android OS 6.0 or higher, GPS-enabled routing, and the ability to function offline once routes are preloaded. The system must also support emergency communication features, allowing for immediate alerts in cases such as route changes or mechanical issues. Tablets should be compatible with the HRCE transportation suite through the web feature, as well as any apps required through the suite.

**C.3.5 Fleet Maintenance Requirements**

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

**C.4 RATED CRITERIA**

Proponents are advised that their proposals will be rated according to the following criteria:

Section	Rated Criteria	Points
C.4.1	Corporate Profile and Service Administration	5
C.4.2	Implementation Plan	15
C.4.3	Operator's Service Experience	15
C.4.4	Communications and Client Service	10
C.4.5	Bus Driver and Bus Monitor Staffing	10
C.4.6	Safety / Training	15
C.4.7	Fleet Maintenance and Management Program	20
Subtotal A - Minimum Required Score = 63		90
C.4.8	Proponent Presentations	15
C.4.9	References	15
B.3	Pricing	30
Total Points		150

**C.4.1 Corporate Profile and Service Administration (5 points)**

Proponents will be rated on an overview of their organization, including the number of years in operation, total students (or trips) transported annually specific to students with special needs, 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 (15 points)**

Proponents must provide a preliminary implementation plan indicating milestone date for key elements of the plan to meet all the requirements of the Form of Agreement (Appendix G). For comparative purposes, Proponents should assume in the preliminary implementation plan that they will be awarded their #1 preferred Route Package. The plan must include as a minimum:

- a. All assets being present in HRM and available for operation by July 15, 2025. This includes compliant vehicles, facilities, dispatch services, mechanical services and applicable resources (including bus drivers and bus monitors);
- 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;
- f. Other training as required related to the transportation of special needs students.

**Please provide details of your facility site selection process, and the rationale being used to compare options for facility location.**

**C.4.3 Operator’s Service Experience (15 points)**

Proponents shall identify their prospective Operator Account Manager, defined in the Form of Agreement (Appendix G). The account manager will have a dedicated and independent team with resources at their disposal to ensure that service delivery expectations are met.

The Proponent shall provide details of the team structure that will be responsible for managing the daily operations of this important transportation service. This includes contemplated organizational charts, as well as resumes for each staff member listed.

The Proponent’s 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 special needs student transportation environment.

**C.4.4 Communications and Client Service (10 points)**

Proponents are asked to detail how their processes will allow them to successfully fulfil all aspects of the 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 and Bus Monitor turnover and how they will be used in addressing identified deficiencies. Reference the Form of Agreement for details on Performance Monitoring.

Proponents should provide a Disaster Recovery Strategy in accordance with the details provided in the Form of Agreement.

**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 (10 points)**

This criterion will be scored based on a submitted Bus Driver and Bus Monitor recruitment and retention strategy, and plan for initial hiring and full staffing of Bus Drivers and Bus Monitors, in accordance with the terms and conditions of the Form of Agreement.

**C.4.6 Safety / Training (15 points)**

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 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 (20 points)**

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), as well as required technology components. Ensure that the Fleet Preventative Maintenance Program responds to all requirements of the Form of Agreement.

**Describe 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 routing software systems to inform how routing or tracking could be improved in other jurisdictions.**

**Describe your standard Camera deployment methods. Please detail how have you used camera systems to improve the student transportation experience for students, schools, and families in other jurisdictions.**

**Describe your experience with onboard tablets and their deployment methods. Tell us how you have used tablets to improve service to school communities and provide support to bus drivers in other jurisdictions.**

**C.4.8 Proponent Presentations (15 points)**

Proponent presentations 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 presentations.

**C.4.9 References (15 points)**

Proponents are requested to provide three (3) references from clients who have obtained services similar in scope and size to what is being requested in this RFP from the Proponents in the last five (5) years.

If a Proponent has contracted with the HRCE in the past for work of a similar nature, then they are required to include the HRCE as one of the references. If the Proponent fails to include relevant HRCE contracts, this will negatively impact their technical score.

If a Proponent has not completed prior work (at any time) for the HRCE, then they may select references of their choosing within the other stipulated parameters.

For each reference, the Proponent is asked to provide:

- 1) the company name,
- 2) reference contact name and role (or title), and
- 3) their email address and phone number.
- 4) A brief description of the services provided, clearly demonstrating the extent of previous experience, listing the results achieved, as well as steps taken to adhere 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.



## Route Package #1 - School Listing

**Island View High Family of Schools**

EPE	Eastern Passage Education Centre
HES	Horizon Elementary School
IVH	Island View High
OVE	Ocean View Elementary
SES	Seaside Elementary

**Dartmouth High Family of Schools**

BIC	Bicentennial School
CRP	Crichton Park Elementary
DHS	Dartmouth High
DSA	Dartmouth South Academy
HBV	Harbour View Elementary
HAW	Hawthorn Elementary
JMC	John MacNeil Elementary
JMJ	John Martin Junior High
SPK	Shannon Park Elementary
SWO	South Woodside Elementary

**Woodlawn High School Family of Schools**

AWE	Admiral Westphal Elementary
ALD	Alderney Elementary
BLA	Bel Ayr Elementary
BRK	Brookhouse Elementary
CAJ	Caledonia Junior High
ELJ	Ellenvale Junior High
EGM	Eric Graves Memorial Junior High
IFS	Ian Forsyth Elementary
MWA	Michael Wallace Elementary
MED	Mount Edward Elementary
PES	Portland Estates Elementary
WLH	Woodlawn High School

**Cole Harbour District High**

ATV	Atlantic View Elementary
CHD	Cole Harbour District High
CJS	Colonel John Stuart Elementary
GBE	George Bissett Elementary
NEW	Nelson Whynder Elementary
RLT	Robert Kemp Turner Elementary
RRD	Ross Road School
SRB	Sir Robert Borden Junior High

**Eastern Shore District High Family of Schools**

ESD	Eastern Shore District High
GBJ	Gaetz Brook Junior High
OCD	O'Connell Drive Elementary
OPA	Oyster Pond Academy
PLE	Porters Lake Elementary

**Musquodoboit Rural High Family of Schools**

DTS	Dutch Settlement Elementary
MRH	Musquodoboit Rural High
MVEC	Musquodoboit Valley Education Centre
UMC	Upper Musquodoboit Consolidated Elementary

**Sackville High Family of Schools**

AJS	A.J. Smeltzer Junior High
CAP	Caudle Park Elementary
CAD	Cavalier Drive School
HPE	Hillside Park Elementary
LTJ	Leslie Thomas Junior High
SVH	Sackville High
SDS	Smokey Drive Elementary
SLE	Sycamore Lane Elementary

**Auburn Drive High Family of Schools**

ADE	Astral Drive Elementary
ADJ	Astral Drive Junior High
ABN	Auburn Drive High
BPA	Bell Park Academic Centre
CAR	Caldwell Road Elementary
CVE	Colby Village Elementary
GCJ	Graham Creighton Junior High
HPK	Humber Park Elementary
JGE	Joseph Giles Elementary

**Marine Drive Academy Family of Schools**

MDA	Marine Drive Academy
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**Millwood High Family of Schools**

HRH	Harry R. Hamilton Elementary
MLE	Millwood Elementary
MLH	Millwood High
SVE	Sackville Heights Elementary
SVJ	Sackville Heights Junior High

**Lockview High Family of Schools**

ALJ	Ash Lee Jefferson Elementary
BBK	Beaver Bank-Kinsac Elementary
BBM	Beaver Bank-Monarch Drive Elementary
GPV	Georges P. Vanier Junior High
HTB	Harold T. Barrett Junior High
HRE	Holland Road Elementary
LHS	Lockview High
OLC	Oldfield Consolidated Elementary
WMS	Waverley Memorial

Kindly refer to the HRCE website for more school information:

<https://www.hrce.ca/families/school-finder/all-schools/family>

### RFP 4259 - ROUTE PACKAGE #1

<i>Route Count</i>	Route ID	Component Types	Total Seats	Regular Seats	Wheelchair Seats	Active Distance (KM)	Link Distance (KM)	Total Distance (KM)	Active Time (Min)	Link Time (Min)	Slack Time (Min)	Total Time (Min)
1	S100	AM,PM	12	10	2	57.86	32.30	90.16	147	52	48	247
2	S101	AM,PM	18	18	0	47.61	16.82	64.43	108	22	70	200
3	S102	AM,PM	12	10	2	19.84	7.89	27.73	112	16	0	128
4	S103	AM,PM	11	10	1	46.53	26.22	72.75	111	36	15	162
5	S104	AM,PM	11	10	1	95.57	41.68	137.26	171	52	32	255
6	S105	AM,PM	18	18	0	75.35	38.38	113.73	145	47	26	218
7	S106	AM,PM	11	10	1	26.43	19.17	45.60	101	32	24	157
8	S107	AM,PM	12	10	2	31.46	17.44	48.90	86	25	12	123
9	S108	AM,PM	16	16	0	47.69	7.44	55.13	147	18	8	173
10	S109	AM,PM	11	10	1	26.29	13.27	39.56	117	31	32	180
11	S110	AM,PM	13	12	1	101.64	19.38	121.01	165	23	39	227
12	S111	AM,PM	13	12	1	87.71	17.15	104.86	132	19	55	206
13	S112	AM,PM	13	12	1	78.72	8.02	86.74	117	12	70	199
14	S113	AM,PM	15	14	1	25.37	12.60	37.97	92	24	19	135
15	S114	AM,PM	20	20	0	52.04	19.90	71.94	116	34	8	158
16	S115	AM,PM	14	12	2	45.68	21.38	67.06	134	36	9	179
17	S116	AM,PM	11	10	1	18.75	16.30	35.05	67	31	35	133
18	S117	AM,PM	15	14	1	24.78	18.66	43.44	95	38	0	133
19	S118	AM,PM	13	12	1	30.18	8.68	38.86	122	19	22	163
20	S119	AM,PM	12	10	2	16.88	21.44	38.32	90	39	31	160
21	S120	AM,PM	14	12	2	48.76	28.88	77.64	114	42	25	181
22	S121	AM,PM	16	16	0	28.72	34.71	63.43	75	52	21	148
23	S122	AM,PM	12	10	2	47.13	34.40	81.53	138	45	23	206
24	S123	AM,PM	11	10	1	92.91	0.00	92.91	141	0	0	141
25	S124	AM,PM	15	14	1	64.85	17.87	82.72	121	26	39	186

## RFP 4259 - ROUTE PACKAGE #1

<i>Route Count</i>	Route ID	Component Types	Total Seats	Regular Seats	Wheelchair Seats	Active Distance (KM)	Link Distance (KM)	Total Distance (KM)	Active Time (Min)	Link Time (Min)	Slack Time (Min)	Total Time (Min)
26	S125	AM,PM	11	10	1	27.89	17.34	45.24	82	33	41	156
27	S126	AM,PM	12	10	2	103.37	31.46	134.83	142	34	16	192
28	S127	AM,PM	12	10	2	23.77	11.93	35.70	93	23	8	124
29	S128	AM,PM	15	14	1	31.36	13.03	44.39	93	24	12	129
30	S129	AM,PM	12	10	2	29.92	14.49	44.41	103	27	12	142
31	S130	AM,PM	18	18	0	137.54	57.48	195.02	161	60	2	223
32	S131	AM,PM	16	16	0	29.66	11.94	41.59	82	24	30	136
33	S132	AM,PM	12	10	2	40.57	12.55	53.12	137	18	0	155
34	S133	AM,PM	12	10	2	38.12	23.47	61.59	111	39	34	184
35	S134	AM,PM	18	18	0	44.63	29.03	73.66	109	46	64	219
36	S135	AM,PM	10	8	2	51.36	28.19	79.56	122	42	48	212
37	S136	AM,PM	20	18	2	47.45	22.19	69.63	122	38	46	206
38	S137	AM,PM	12	10	2	49.13	12.55	61.68	115	24	40	179
39	S138	AM,PM	11	10	1	91.94	32.12	124.06	150	46	37	233
40	S139	AM,PM	16	16	0	75.77	16.61	92.37	136	20	41	197
41	S140	AM,PM	15	14	1	73.02	8.43	81.45	144	12	56	212
42	S141	AM,PM	12	10	2	35.31	26.13	61.43	125	33	16	174
43	S142	AM,PM	15	14	1	44.45	13.65	58.10	147	29	19	195
44	S143	AM,PM	14	12	2	66.08	16.45	82.53	191	27	21	239
45	S144	AM,PM	16	16	0	32.58	16.77	49.35	94	32	18	144
46	S145	AM,PM	13	12	1	73.75	26.80	100.55	201	42	17	260
47	S146	AM,PM	14	12	2	50.54	15.23	65.78	123	30	28	181
48	S147	AM,PM	12	10	2	29.74	8.86	38.60	85	15	17	117
49	S148	AM,PM	13	12	1	55.79	17.42	73.21	137	29	51	217
50	S149	AM,PM	18	18	0	44.05	33.99	78.04	114	45	28	187
51	S150	AM,PM	14	12	2	64.86	17.78	82.64	154	27	14	195

**J.L. Ilsley High Family of Schools**

CNS	Central Spryfield Elementary
CBH	Chebucto Heights Elementary
CUN	Cunard Junior High
ELS	Elizabeth Sutherland School
HSC	Harrietsfield Elementary
HCJ	Herring Cove Junior High
JLI	J.L. Ilsley High
JWF	John W. MacLeod - Fleming Tower Elem. (Fleming Tower)
JWM	John W. MacLeod - Fleming Tower Elem. (John W. MacLeod)
RSH	Rockingstone Heights School
SAM	Sambro Elementary
WKE	William King Elementary

**Bay View High Family of Schools**

BHS	Bay View High School
BLT	Beechville Lakeside Timberlea Jr Elementary
BTS	Beechville Lakeside Timberlea Sr Elementary
ESM	East St. Margaret's Elementary
FBJ	Five Bridges Junior High
RMS	Ridgecliff Middle School
SME	Shatford Memorial Elementary
SMB	St. Margaret's Bay Elementary
TAJ	Tantallon Jr Elementary
TAE	Tantallon Sr Elementary

**Charles P. Allen High Family of Schools**

BVC	Basinview Drive Community School
BSB	Bedford South School
CPA	Charles P. Allen High
RLE	Rocky Lake Elementary
RLJ	Rocky Lake Junior High
EDE	Sunnyside Elementary (Eaglewood Drive)
BJF	Sunnyside Elementary (Fort Sackville)

**Bedford and Forsyth Education Centres**

FLX	Bedford and Forsyth Education Centres (Bedford Campus)
BFE	Bedford and Forsyth Education Centres (Dartmouth Campus)

**Citadel High Family of Schools**

CHS	Citadel High
GBF	Gorsebrook Junior High
HJC	Halifax Central Junior High
HPJ	Highland Park Junior High
ISE	Inglis Street Elementary
JSH	Joseph Howe Elementary
LMT	LeMarchant-St. Thomas Elementary
OXF	Oxford School
SMR	Saint Mary's Elementary
SCT	Sir Charles Tupper Elementary
SPV	Springvale Elementary
SGN	St. Agnes Junior High
SCR	St. Catherine's Elementary
SJE	St. Joseph's-Alexander McKay Elementary
SSH	St. Stephen's Elementary
WMT	Westmount Elementary

**Halifax West High Family of Schools**

AMC	Atlantic Memorial - Terence Bay Elementary (Atlantic Memorial)
TEB	Atlantic Memorial - Terence Bay Elementary (Terence Bay)
BSJ	Brookside Junior High
BET	Burton Ettinger Elementary
CPJ	Clayton Park Junior High
DDV	Duc d'Anville Elementary
FVA	Fairview Heights Elementary (Annex Building)
FVH	Fairview Heights Elementary (Main Building)
FVJ	Fairview Junior High
GVW	Grosvenor-Wentworth Park Elementary
HWH	Halifax West High
PWS	Park West School
PRE	Prospect Road Elementary
RKH	Rockingham Elementary

**West Bedford High Family of Schools**

HPC	Hammonds Plains Consolidated Elementary
KWE	Kingswood Elementary
MSM	Madeline Symonds Middle School
WBH	West Bedford High School
WBS	West Bedford School

Kindly refer to the HRCE website for more school information:

<https://www.hrce.ca/families/school-finder/all-schools/family>

**RFP 4259 - ROUTE PACKAGE #2**

<i>Route Count</i>	Route ID	Component Types	Total Seats	Regular Seats	Wheelchair Seats	Active Distance (KM)	Link Distance (KM)	Total Distance (KM)	Active Time (Min)	Link Time (Min)	Slack Time (Min)	Total Time (Min)
1	S200	AM,PM	12	10	2	39.75	10.68	50.43	148	22	13	183
2	S201	AM,PM	16	16	0	65.84	17.59	83.43	166	32	21	219
3	S202	AM,PM	12	10	2	47.75	20.55	68.30	156	36	42	234
4	S203	AM,PM	12	10	2	50.24	3.14	53.38	102	4	24	130
5	S204	AM,PM	12	10	2	23.97	9.60	33.57	104	24	32	160
6	S205	AM,PM	14	12	2	30.39	7.13	37.52	97	18	24	139
7	S206	AM,PM	15	14	1	18.60	6.01	24.61	84	15	8	107
8	S207	AM,PM	11	10	1	16.45	5.55	22.00	82	14	6	102
9	S208	AM,PM	11	10	1	29.32	21.08	50.40	113	29	12	154
10	S209	AM,PM	15	14	1	19.59	11.94	31.53	117	31	88	236
11	S210	AM,PM	12	10	2	12.82	11.89	24.71	87	31	21	139
12	S211	AM,PM	15	14	1	32.42	5.41	37.84	138	16	8	162
13	S212	AM,PM	14	12	2	63.46	32.54	96.00	160	45	30	235
14	S213	AM,PM	15	14	1	28.76	10.49	39.25	106	23	59	188
15	S214	AM,PM	14	12	2	45.76	20.70	66.46	114	24	48	186
16	S215	AM,PM	12	10	2	84.07	21.36	105.44	148	25	12	185
17	S216	AM,PM	14	12	2	34.09	10.88	44.97	119	19	18	156
18	S217	AM,PM	12	10	2	31.04	12.28	43.33	157	26	36	219
19	S218	AM,PM	14	12	2	51.80	8.08	59.88	158	12	16	186
20	S219	AM,PM	13	12	1	37.55	17.52	55.07	125	36	15	176
21	S220	AM,PM	14	12	2	32.66	11.72	44.38	154	25	40	219
22	S221	AM,PM	11	10	1	46.66	25.05	71.71	76	32	70	178
23	S222	AM,PM	15	14	1	71.11	29.15	100.26	133	44	14	191
24	S223	AM,PM	16	16	0	33.93	8.07	42.00	110	14	41	165
25	S224	AM,PM	20	20	0	33.34	8.03	41.37	93	19	36	148
26	S225	AM,PM	15	14	1	56.25	20.21	76.46	148	35	23	206
27	S226	AM,PM	14	12	2	37.94	15.05	52.99	117	27	44	188
28	S227	AM,PM	11	10	1	20.88	20.27	41.15	90	38	32	160

**RFP 4259 - ROUTE PACKAGE #2**

<i>Route Count</i>	Route ID	Component Types	Total Seats	Regular Seats	Wheelchair Seats	Active Distance (KM)	Link Distance (KM)	Total Distance (KM)	Active Time (Min)	Link Time (Min)	Slack Time (Min)	Total Time (Min)
29	S228	AM,PM	14	12	2	66.08	16.45	82.53	191	27	21	239
30	S229	AM,PM	12	10	2	29.74	8.86	38.60	85	15	17	117
31	S230	AM,PM	11	10	1	81.55	23.86	105.41	187	23	30	240
32	S231	AM,PM	11	10	1	121.26	33.27	154.53	202	43	14	259
33	S232	AM,PM	12	10	2	19.71	12.22	31.93	133	29	40	202
34	S233	AM,PM	13	12	1	103.71	26.84	130.55	154	36	54	244
35	S234	AM,PM	10	8	2	67.05	33.56	100.60	94	41	66	201
36	S235	AM,PM	13	12	1	68.99	29.51	98.50	145	32	49	226
37	S236	AM,PM	15	14	1	73.38	21.82	95.20	155	34	12	201
38	S237	AM,PM	12	10	2	67.26	33.60	100.87	157	39	28	224
39	S238	AM,PM	17	16	1	32.23	8.52	40.75	89	14	50	153
40	S239	AM,PM	14	12	2	19.58	9.91	29.49	139	22	31	192
41	S240	AM,PM	12	10	2	43.82	9.90	53.72	127	17	22	166
42	S241	AM,PM	13	12	1	21.83	8.70	30.53	111	22	0	133
43	S242	AM,PM	17	16	1	73.29	41.34	114.63	151	39	52	242
44	S243	AM,PM	11	10	1	37.80	12.61	50.41	115	23	15	153
45	S244	AM,PM	12	10	2	63.22	22.39	85.61	186	37	14	237
46	S245	AM,PM	10	8	2	43.24	18.77	62.01	115	25	11	151
47	S246	AM,PM	18	18	0	25.38	6.29	31.68	90	15	31	136
48	S247	AM,PM	12	10	2	21.79	9.63	31.42	94	19	21	134
49	S248	AM,PM	15	14	1	16.01	0.00	16.01	45	0	0	45
50	S249	AM,PM	11	10	1	24.00	10.81	34.81	98	20	26	144
51	S250	AM,PM	15	14	1	38.59	24.61	63.20	116	32	5	153
52	S251	AM,PM	16	16	0	33.02	6.52	39.54	71	10	4	85
53	S252	AM,PM	12	10	2	23.12	8.82	31.94	93	20	12	125
54	S253	AM,PM	16	16	0	34.30	8.24	42.54	105	17	11	133
55	S254	AM,PM	16	16	0	26.06	10.79	36.85	83	21	32	136
56	S255	AM,PM	18	18	0	45.86	0.00	45.86	58	0	0	58

## APPENDIX E – MANDATORY REQUIREMENTS CHECKLIST

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

### Mandatory Submissions

- Completed TECHNICAL SUBMISSION FORM
- Completed PRICE SUBMISSION FORM
- Proposal Security
- Letter of Surety

### Mandatory Technical Requirements

- Implementation Plan with Milestone Dates
- Site Selection Process (Garage/Maintenance Facility)
- Dedicated Account Manager & Staffing Plan
- Organizational Chart(s) & Staff Resumes
- Bus Driver and Bus Monitor Recruitment and Retention Strategy
- Bus Driver and Bus Monitor Safety Training Program
- Student School Bus Safety and Evacuation Training Program
- Zonar GPS System Confirmation
- High quality video and audio surveillance system with 3 cameras, on every bus.
- A dedicated GPS Enabled tablet for each bus, enabled with alert features.
- Fleet Preventative Maintenance Program
- Three (3) references in accordance with Section C.4.8
- Detailed responses to all questions in Section C.4 Rated Criteria**

# School Transportation Policy

**Effective Date: September 1, 2020**

**Last Updated: October 2023**

## 1. Policy Statement

Transportation for students provided by Regional Centres for Education (RCEs) and the Conseil scolaire acadien provincial (CSAP) is an important service for students and families. This policy recognizes that many students live some distance from their school and need transportation to, and home from, their school. It further recognizes that students who require transportation services, due to special needs, should be able to access those services in a way that is safe and feels welcoming and inclusive. This policy is intended to ensure provisions are in place to support the transportation of students to and from school each day.

## 2. Definitions

**catchment area:** A defined geographic boundary served by a public school.

**eligible student:** A student that is eligible for transportation services provided by the RCE/CSAP as determined in accordance with this policy.

**residence:** The student's identified legal and permanent place of residence, which determines the school that they are eligible to attend or, for the purposes of this policy, one alternate residence inside the school catchment area, to or from which the student may be transported.

## 3. Policy Objectives

The objective of the *School Transportation Policy* is to ensure clear, consistent direction with respect to student transportation.

## 4. Guiding Principles

- The safety of students at bus stops and on school buses is a shared responsibility among students, parents/guardians, bus drivers, principals, and RCE/CSAP staff.
- Transportation to and from school can occur in multiple ways, including active transportation (walking, biking, etc.) and travel on buses.
- Every student deserves to belong, be safe, and feel welcomed in all aspects of their daily experience, including when they are travelling with other students on RCE/CSAP provided transportation, to and from school each day.
- Student safety is supported by effective and timely communication between RCEs/CSAP and families with respect to transportation.



## 5. Policy Directives

### 5.0 General

- 5.0.1 RCEs and CSAP are required to provide safe, timely, and effective transportation options, for eligible students, within the parameters set in legislation and this policy.
- 5.0.2 Parents/guardians are responsible for ensuring their child(ren) get to and from school and/or for ensuring the safety of their child(ren) while they are at the bus stop.

### 5.1 Distance Criteria/Eligible Student

- 5.1.1 Transportation must be provided for students in elementary grades, including children attending pre-primary programs who live more than 1.6 km from the school in their designated catchment area.
- 5.1.2 Transportation must be provided for students in middle and secondary grades who live more than 2.4 km from the school in their designated catchment area.
- 5.1.3 RCEs/CSAP may set distance criteria for the purposes of transporting students lower than the distances outlined in 5.1.1 and 5.1.2 but cannot exceed the distance in those directives.
- 5.1.4 RCEs/CSAP must determine the distance between a student's residence and their school, for the purposes of eligibility for transportation services, based on the shortest walking route from the student's residence road-front property line to the assigned school property line.
- 5.1.5 For the purposes of determining eligibility and providing transportation services, each student is limited to one primary residence address and one alternate address.

### 5.2 Special Needs Transportation

- 5.2.1 Transportation will be made available to any student who requires it because of special needs, regardless of the distance they live from the school, in accordance with regulations and any accompanying policy directives related to the transportation of students with special needs.
- 5.2.2 All decisions on the transportation needs for individual students with special needs will be made as part of the team planning process for that student.

### 5.3 Transportation Outside Eligibility Criteria

- 5.3.1 RCEs/CSAP must determine the conditions by which they will consider requests to provide transportation for students who would otherwise not be eligible for transportation services. Any requests considered under this clause must not negatively affect the arrival time for students.
- 5.3.2 Requests for transportation in accordance with clause 5.3.1 are subject to approval by the RCE/CSAP. An approval can be provided for the length of a school year or less, and a new request must be submitted for any subsequent school years.
- 5.3.3 The RCE/CSAP may withdraw transportation options for students approved under clause 5.3.2. If the decision is made to withdraw transportation, the RCE/CSAP must inform the student and parent/guardian of the effective date when transportation will cease to be available.

## 5.4 Student Travel Time

- 5.4.1 Students shall ride on a school bus one hour or less during regular travel to or from school, where operationally possible. Exceptions may only be made by the Director of Operations, in consultation with the Regional Executive Director.
- 5.4.2 Students must be at the designated bus stop a minimum of five minutes before their scheduled pick up time. The bus driver is not required to wait for a student that is not at the bus stop by the scheduled pick-up time.

## 5.5 Out of Catchment Area Students

- 5.5.1 RCEs/CSAP are not required to provide transportation options to students who are approved to attend a school out of their catchment area.
- 5.5.2 RCEs/CSAP may extend transportation services to an out-of-catchment area student if transporting the student is part of a specific education plan or if
  - the student can access an existing bus stop approved for use by in-catchment students,
  - there is space on the bus, and
  - the travel time for students on the bus can be maintained as required under clause 5.4.
- 5.5.3 The RCE/CSAP may withdraw transportation options for out-of-catchment students if it is deemed necessary to maintain transportation services to eligible students. If the decision is made to withdraw transportation, the RCE/CSAP must inform the student and parent/guardian of the effective date when transportation will cease to be available.

## 5.6 Bus Roster

- 5.6.1 A full roster of students being transported on each bus route will be made available by the RCE/CSAP to the bus driver and school. The process for producing the bus roster will be the responsibility of the RCE/CSAP.
- 5.6.2 In general, only students will be carried on school buses to and from school, with the following exceptions:
  - Educational assistants or other individuals may accompany students with special needs to and from school, as required. This will be approved by the Director of Programs and Student Services in consultation with the Director of Operations.
  - Teachers, volunteers, and chaperones may travel on school buses when supporting co-curricular and/or extracurricular trips.
  - Other individuals as authorized by the Director of Operations.

## 5.7 Co-Curricular and Extracurricular Transportation

- 5.7.1 Schools are encouraged to use available school buses for transportation of students on co-curricular and extra-curricular trips.
- 5.7.2 Regulations under the *Motor Carrier Act* permit the use of privately owned, or RCE/CSAP owned, leased, controlled, or contracted vehicles for the transportation of students on co-curricular and extracurricular school trips within defined parameters set out in the *Motor Carrier Act Regulations*.

- 5.7.3 Volunteers and chaperones on co-curricular and extracurricular school trips must follow provincial, RCE/CSAP, and school requirements.
- 5.7.4 Schools shall provide a roster of students being transported and an itinerary for co-curricular and extracurricular trips to the bus driver at the start of the trip.

## **5.8 School Bus Stops**

In determining bus stop locations, RCEs/CSAP must adhere to the *Governor in Council Public Passenger Motor Carrier Act Regulations* section 14.2, which requires that the driver of a school bus shall not stop the bus for the purpose of taking on, or discharging, passengers at

- more than three places in 1.6 kilometers (1 mile); or
- a place that has not been designated as a loading station.

## **5.9 Student Safety and Behaviour**

- 5.9.1 Students must adhere to the direction of the bus driver with respect to safety and/or behavioural concerns.
- 5.9.2 If there are ongoing or severe behavioural concerns with respect to a student or students, the bus driver must inform the principal and the principal must take appropriate action to address those concerns.
- 5.9.3 Serious behaviour concerns/incidents may result in a student losing their busing privileges for a temporary or extended period of time. Any decision to remove busing privileges must adhere to the provisions outlined in section 32 of the *Education Act* or section 127 of the *Education (CSAP) Act*.
- 5.9.4 If a student or parent/guardian wishes to appeal a decision related to the suspension of school bus rights, they must follow the process outlined in section 32 of the *Education Act* or section 127 of the *Education (CSAP) Act*.

## **5.10 Transportation Review Committee for Policy Review**

- 5.10.1 RCEs/CSAP must establish a Transportation Review Committee.
- 5.10.2 Parents/guardians may request clarification on decisions related to student transportation from the Director of Operations (or designate).
- 5.10.3 Parents/guardians who are not in agreement with non-behaviour-related decisions of staff with respect to the application of policy may ask for a review by the Transportation Review Committee. Appeals of decisions made in response to incidents of student behaviour should follow the process outlined in legislation.
- 5.10.4 The Transportation Review Committee (“the Review Committee”) shall be made up of three RCE/CSAP staff members, including
  - the Director of Operations (or designate)
  - the Director of Programs and Student Services (or designate)
  - one other member with an understanding of the school or family of schools

- 5.10.5 The Review Committee will meet as frequently as is required to respond to requests for review in a timely manner.
- 5.10.6 Arrangements for the review will accommodate the following:
  - Review Committee members will be provided with information about the transportation decision and any additional information provided by the parent/guardian.
  - The parent/guardian will be informed of the review process and will be invited to meet with the review committee or make a written submission.
- 5.10.7 The Review Committee will make a decision to approve, revoke, or vary the transportation decision, considering
  - whether policy has been followed
  - whether there are special circumstances related to the needs of the student, student safety, the age of the student, the distance from the student's residence to the school, and/or the ability to accommodate the student without significant disruption to existing routes
  - whether the original decision considered and was in alignment with the proper application of the *Education Act* and its regulations, the *Education (CSAP) Act* and its regulations, the *Motor Carrier Act*, and the *Motor Vehicle Act*
- 5.10.8 The CSAP may establish a policy or procedures requiring that decisions or types of decisions of the Review Committee be subject to confirmation, variance, or revocation by the elected board.
- 5.10.9 The decision of the Review Committee will be by consensus or majority vote. The decision must be provided to the individual who has requested the review in writing and is final.
- 5.10.10 The decision of the Review Committee will be communicated to the parent/guardian within seven (7) days of the Review Committee meeting.

## **5.11 Side Road**

- 5.11.1 Bus service will be provided on a side road, including those with a dead end or a cul-de-sac, if
  - a student resides more than 0.8 km from the main road,
  - the side road is listed and maintained by the Department of Public Works or the relevant municipal unit and,
  - there is an adequate and safe turn around location, maintained at no cost to the RCE/CSAP, for the bus near the location of the stop or some other means acceptable to the Director of Operations (or designate)
- 5.11.2 When school bus service is removed from a side road that does not meet the conditions under 5.11.1, at least 15 calendar days' notice will be given to parents/guardians, as measured from the date of correspondence.

## 5.12 Communications Protocol

Each region will develop a communications protocol in alignment with the following guiding principles:

- Communications will be made in a timely fashion to all parents/guardians where there is a school bus change, delay, or cancellation.
- Communication will be made in a timely fashion to all parents/guardians if there is a change to a bus route, bus stop location, or pick up or drop off time.
- The RCE/CSAP will provide all parents/guardians with an appropriate point of communication to express feedback and concerns.
- Accountability for communications will be the responsibility of the RCE/CSAP and may not be delegated to a third party.

## 6. Roles and Responsibilities

### Students

It is the responsibility of students to

- adhere to the posted instructions on the school bus
- adhere to the *Provincial School Code of Conduct Policy* while waiting for the bus and riding the bus
- follow the instructions of the bus driver while on, entering, or exiting the bus

### Parents/Guardians

It is the responsibility of the parent(s)/guardian(s) to

- ensure that their child arrives safely either to the designated school bus stop or to the school; all students must be at the bus stop at least five (5) minutes before the planned pick-up time
- ensure that students are safe while they wait at the bus stop
- provide the school with all information required to appropriately plan for safe student transportation; the information required, and the timelines for information to be provided, will be set out by the RCE or CSAP
- ensure all pre-primary through grade 2 students are supervised by parents/guardians, or an individual designated by the parent/guardian, until the bus arrives in the morning and are there to greet the student in the afternoon; parents/guardians may apply, in writing, to have their child discharged at a bus stop without supervision

### Bus Drivers

It is the responsibility of bus drivers to

- acquire and maintain all required driver training and certification
- follow the rules of the road while operating the bus
- enforce the *Provincial School Code of Conduct Policy* on the bus
- proactively communicate any issues related to student behaviour to the school principal

## Principals

It is the responsibility of principals to

- ensure that there is a safe and orderly space for students to be dropped off and picked up at their school
- ensure that all behavioural concerns that arise from student transportation are dealt with appropriately

## Directors of Operations

Student transportation services are the responsibility of the Director of Operations. It is the responsibility of the Director of Operations to

- ensure that all routing is completed in a timely manner
- conduct regular reviews of transportation services to improve services, safety, and efficiency
- ensure that routes and route changes are communicated to schools, students, and parents/guardians

## RCEs and CSAP

It is the responsibility of RCEs and CSAP to

- provide for the safe transportation of students while adhering to all regulatory requirements and standards and regional and provincial policies and guidelines

## 7. Monitoring

Effective implementation of this policy will be the responsibility of the RCE/CSAP. The policy will be monitored and reviewed by RCEs, the CSAP, and the Department of Education and Early Childhood Development.

## 8. Application

This policy will come into effect on September 1, 2020. This policy applies to students, staff, bus drivers, teachers, and administrators at all RCEs and CSAP.

## 9. References

This policy operates along with and as a supplement to existing statutes, policies, guidelines, and regulations governing the collection, use, and disclosure of personal information, including the following:

Nova Scotia. *Education Act*. S.N.S. 2018, ch. 1.

<http://nslegislature.ca/legc/statutes/education.pdf>.

—. *Ministerial Education Act Regulations*. S.N.S. 2018, ch. 1.

<https://www.novascotia.ca/just/regulations/regs/admin.htm>.

—. Nova Scotia. *Motor Carrier Act*. S.N.S. 1989–2018, ch. 292.

<https://nslegislature.ca/sites/default/files/legc/statutes/motor%20carrier.pdf>.



——. *Governor in Council Public Passenger Motor Carrier Act Regulations*. S.N.S. 1989-2018, ch. 292.  
<https://novascotia.ca/just/regulations/regs/mcgic.htm>.

——. *Motor Vehicle Act*. S.N.S. 1989–2018, ch. 293.  
<https://nslegislature.ca/sites/default/files/legc/statutes/motor%20vehicle.pdf>.

——. *Motor Vehicle Act Regulations*. S.N.S. 1989-2018, ch. 293.  
<https://novascotia.ca/just/regulations/rxam-z.htm>.

Nova Scotia Department of Education. 2011. *Handbook for the Transportation of Students with Special Needs*. Halifax, NS: Province of Nova Scotia. <https://studentservices.ednet.ns.ca/sites/default/files/Handbook%20for%20the%20Transportation%20of%20Students%20with%20Special%20Needs.pdf>.

Nova Scotia Department of Education and Early Childhood Development. 2015. *Provincial School Code of Conduct Policy*. Halifax, NS: Province of Nova Scotia.  
<https://www.ednet.ns.ca/sites/default/files/pubdocs-pdf/provincialschoolcodeofconduct.pdf>.

**BUSING AGREEMENT**  
**for the**  
**TRANSPORTATION OF STUDENTS WITH SPECIAL NEEDS**

**by and between**

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**- and -**

**[Successful RFP Proponent]**

**January \_\_\_\_, 2025**

**CONFIDENTIAL**



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**THIS AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”)

**BETWEEN:**

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

-and-

**[Successful RFP Proponent]** (the “**Operator**”, and, together with the HRCE, the “**Parties**” and each a “**Party**”)

**RECITALS:**

- A. In response to the **RFP #4259 – Transportation of Students with Special Needs**, that closed on November 29, 2024, as supplemented and amended from time to time, and as attached hereto as Schedule 8 (“**RFP #4259**”), the Operator submitted to the HRCE a proposal on November 29, 2024 (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 the RFP.
- 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 herein) with respect to **RFP #4259 – Transportation of Students with Special Needs**.
- C. The HRCE and the Operator want to formalize the terms and conditions herein under which the 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 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 all applicable taxes, including HST.

### **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
- Schedule 6 Annual Employee/Contractor Confidentiality
- Schedule 7 Offence Declaration
- Schedule 8 RFP #4259
- Schedule 9 Elements for Monthly Route Calculations

### **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 #4259, any certifications provided by the Operator in response to RFP #4259 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 #4259;
- (d) the certifications provided by the Operator in response to RFP #4259;
- (e) the Operator Proposal, excluding the Fee Submission (including any schedules, appendices or exhibits attached to such Operator Proposal).

### **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), certifications provided by the Operator in response to RFP #4259, the Operator Proposal (excluding the Fee Submission) and RFP #4259, 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 (including any Schedules), certifications provided by the Operator in response to RFP #4259, the Operator Proposal and RFP #4259, 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. For greater certainty, if HRCE requests the Operator to provide Service regarding Routes outside of the Special Needs Routes, then the terms and conditions, including pricing for such additional Routes (subject to Section 12.9), shall be agreed on before Operator shall begin Service for such additional Routes.

### **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 that 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 July 15, 2030 (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 commencing on July 16, 2030 (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 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, Variable Rates and any other rates set out in Schedule 4 – Rates, will be allowed based on the annual percent change in the Consumer Price Index between December 2028 to December 2029.

## **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 by July 15<sup>th</sup> of each year 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 as required;
  - (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 off Students.
- (b) The Operator shall, during the 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.

## **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 Operator's 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, acting reasonably.

### **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) During Term, the Operator shall at all times have a representative on the Nova Scotia Pupil Transportation Advisory Committee (NSPTAC).
- (b) No person, firm or corporation, other than the Operator (and its direct and indirect shareholders) 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.
- (a) 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.

- (b) 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 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. Notwithstanding the foregoing, the Operator may assign this Agreement to another corporation that is wholly-owned by, or that is under common ownership with, the Operator, and shares of the Operator may be transferred to a corporation or other entity that is under common ownership with the Operator, on the condition that, in advance of such assignment/transfer/reorganization, HRCE receives an assignment and assumption agreement duly executed by the successor/assignee, whereby the successor/assignee agrees to assume all of the roles, responsibilities and obligations of the Operator under this Agreement. Any assignment in contravention of this Section 5.5(b) (i.e. without the signed assignment and assumption agreement) shall be null and void ab initio. Notwithstanding the foregoing, should the Operator assign/transfer this Agreement to a third party in any way, the Operator shall remain liable for the performance of the assigned or delegated obligations hereunder.
- (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, licenses, and permits while providing Services.
- (f) The Operator shall ensure each Bus Monitor:
  - (i) monitors the health and safety of the Students;
  - (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; and
  - (iii) carries appropriate identification while providing Services.
- (g) The Operator shall ensure that each bus under this RFP has a Bus Monitor.

## **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 Department of Public Works, 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 and Bus Monitor 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; and

- (ii) HRCE will comply with applicable law related to privacy and student safety, including the safe transportation of students, and will comply with the HRCE's published policies and related procedures.

## **5.8 Indemnification**

- (a) 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.
- (b) To the extent permitted by law, HRCE shall hold the Operator, its officers, employees, agents, successors and assigns harmless from and against every claim or demand arising out of or incurred in connection with this Agreement arising from or caused by any act of neglect, default or omission of HRCE, its employees or agents, except to the extent that such claim or demand arises from or is caused by the neglect, Default or omission of the Operator, its agents, employees, affiliates subcontractors or by those for whom the Operator is otherwise at law responsible.

## **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 / Cold Weather Starts**

For every Service 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 or head office.

- (c) The Operator covenants and agrees to retain on file at its head office a Child Abuse Registry (CAR) Search for every Bus Driver and Bus Monitor, or other employee of the Operator who may come into direct contact with Students on a regular basis, or 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. The Operator will ensure that a Child Abuse Registry Search will be conducted at a minimum of every five (5) years for all employees identified above. Updated and most current records will be retained on file at the Operator’s branch or head office.
- (d) 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.
- (e) 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, Child Abuse Registry Search Results, 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.
- (f) In the event that any of the Criminal Background Check with Vulnerable Persons Search, Child Abuse Registry 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 effect 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.
- (g) In the event that the Operator does use or permit any such Bus Driver or other employee 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 Implementation Plan Progress Reports**

Pursuant to the RFP, the Operator submitted an implementation plan describing the milestones in which it would achieve compliance with the terms and conditions of this Agreement and become operationally ready to perform the Services prior to July 15, 2025 (the "**Implementation Plan**").

Prior to each of:            March 1, 2025,  
                                      April 15, 2025,  
                                      May 30, 2025, *and*

at any time on ten (10) calendar days' notice following a request from the HRCE, the Operator will furnish a report outlining its progress in completing the Implementation Plan (each a "**Progress Report**"). Should the HRCE request any additional details the Operator will provide such details within five (5) business days of such request being made.

### **5.16 Completed Implementation Plan**

The Operator must have completed all aspects of its Implementation Plan by July 15, 2025, and be operationally ready to perform the Services. Without limitation this must include:

- (a) All assets required to perform the Services being present in the Halifax Regional Municipality and available for operation by July 15, 2025. This includes without limitation compliant vehicles, facilities, dispatch services, mechanical services and applicable resources (including full staffing of Bus Drivers and Bus Monitors);
- (b) Fully operational transportation depot and main office location;
- (c) Full staffing of all employees including Bus Drivers, Bus Monitors, mechanics, dispatchers, office staff, managers and any other staff described in the Proposal or necessary to perform the Services; and
- (d) Completed training programs for all staff, including all training specific to the transportation of Students with Special Needs.

### **5.17 Implementation Plan Audit**

- (a) To ensure preparedness for, and facilitate a successful implementation of, this Agreement, the Operator further acknowledges that at any time following the execution of the Agreement, and prior to the beginning of the Services, the HRCE may audit the Operator's operational readiness to perform the Services. As part of such audit, the Operator will provide any information reasonably requested by the HRCE in connection with assessing operational readiness. The Operator shall demonstrate to the HRCE by no later than July 15, 2025 its general readiness to Services all Routes assigned to it in accordance with the terms and conditions of this Agreement, to the satisfaction of the HRCE, in its sole discretion.
- (b) The Operator's failure to provide a sufficient Progress Report in accordance with Section 5.15, or demonstrate its operational readiness in accordance with Section 5.17(a) will constitute a Default, in which case the HRCE shall have the right to reassign any portion of the Routes then assigned to the Operator to a third party in accordance with Section 14.1.

## **5.18 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 by July 15<sup>th</sup> 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 Trials have been completed.
- (d) Trials must be completed to collect "on the ground" feedback. The Operator shall ensure that all Bus Drivers perform Trials of their Route(s) and provide feedback one week before the first day of school each year for the Term 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 the Trials, 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 must be signed off as completed by the Operator Account Manager in the format required by the HRCE.
- (g) 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.

## **5.19 Student Bus Meetings**

During the Term, HRCE may request that Bus Drivers and Bus Monitors contact a family of a Student and offer to visit such Student's home or school to meet the Student and/or parent / guardian and/or school staff. This meeting may include a trial bus ride.

Upon such request by HRCE, the Operator will work with HRCE to schedule the bus meeting and review requirements for the meeting. These meetings will be scheduled immediately following the morning runs or immediately prior to the afternoon runs and the Operator will be paid the Bus Driver Hourly Rate and the Bus Monitor Hourly Rate at the rates provided in Table 4 of the RFP.

In the event that the meetings can not be scheduled at those times HRCE will pay an hourly rate for the applicable Bus Driver and Bus Monitor for the length of the meeting or a minimum of 3 hours, whichever is greater.



## **5.20 Extra-Curricular Transportation**

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.

## **5.21 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 the required number of Bus Drivers will be available when Service resumes.

## **5.22 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 loading and unloading of wheelchairs. Furthermore, the Operator must inform all Bus Drivers of this policy and shall monitor to ensure compliance.

## **5.23 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.

## **5.24 Child Check Policy**

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

## **5.25 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).

## **5.26 Bus Driver and Bus Monitor Recruitment and Retention**

The Operator acknowledges that challenges have been reported in recruiting and maintaining Bus Drivers and Bus Monitors in the current labour market, and that it must have a robust Bus Driver and Bus Monitor recruitment and retention strategy to ensure on-time Service delivery throughout the Term. This may require affirmative steps such as Bus Driver and Bus Monitor job fairs, media advertisement, open houses, benefit packages, employee appreciation initiatives, compensation for Deadhead (travel time to first pick-up / from last drop-off), Bus Driver and Bus Monitor workshops, and any other strategies that the Operator considers to be effective. The Operator acknowledges and agrees that a failure to have the required staffing of Bus Drivers and Bus Monitors under this Agreement is not excused by the Operator having undertaken recruiting efforts in accordance with this Section 5.26.

### **5.27 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 and Bus Monitors 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 or Bus Monitor be unable to work. This process must include a daily Bus Driver and Bus Monitor 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.

### **5.28 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 must develop key performance indicators on collisions, incidents, on-time performance and Bus Driver and Bus Monitor turnover. Upon request, the Operator will provide a copy of the key performance indicators.

### **5.29 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 and Bus Monitor files, collision and incident reports and Route schedules. Upon request, the Operator agrees to share this plan with the HRCE.

### **5.30 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.

### **5.31 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 containing HRCE Confidential Information that is Personal Information (as defined in Schedule 6) 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, all employees, agents, subcontractors or those for whom the Operator is otherwise at law responsible, who are using HRCE Confidential Information that is Personal Information (as defined in Schedule 6) in the performance of Services under this Agreement, shall duly sign and deliver to the HRCE the Annual Employee / Contractor Confidentiality Agreement set forth in Schedule 6 – Annual Employee / Contractor Confidentiality.

### **5.32 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/>

### 5.33 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](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 "Halifax Regional Centre for Education" named 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 an amount of not less than \$1,000,000 (one million dollars) per available seat (registered capacity) of the largest school bus in the fleet servicing the HRCE; and such policy shall name the Halifax Regional Centre for Education as "additional insured party".
  - (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; including SEF 5 – Permission to Rent or Lease; SEF 6A – Permission to Carry Passengers for Compensation; and SEF 6B – School Bus Endorsement.
  - (iii) Garage Liability in the amount of \$2,000,000; and
  - (iv) Passenger Hazard Liability in the amount of \$5,000,000.
  - (v) Excess Liability (umbrella form) \$25,000,000 per occurrence. This umbrella insurance must be in excess of general liability insurance.

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.

### 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 Insurance Coverages

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

### 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 in equity 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 for each year during the Term of not less than 50% of that year's estimated annual revenue. The Performance Bond shall remain in place for the duration of the Term. For clarity: (i) the Performance Bond may be an annual Performance Bond, on the condition that there is a Performance Bond, of the type and value described in this Section 6.6, in place at all times during the Term; and (ii) if an annual Performance Bond is provided, the confirmation of the renewal of the annual Performance Bond for each subsequent period shall be provided to the HRCE at least one hundred twenty (120) days before the annual renewal date of the annual Performance Bond. 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 Schedules and Alterations**

Route schedules shall be made by the HRCE. No Route alterations shall be made by the Operator without express prior authorization from the HRCE.

### **7.2 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 7.2(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 7.2(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.

### **7.3 Transporting Students**

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

### **7.4 Route Distribution**

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.

### **7.5 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, 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 HRCE exercising its rights pursuant to Article XIII.

## **7.6 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 pick up and drop off Students only at designated Bus Stops.
- (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.

## **7.7 Service Days**

For planning purposes, 188 service days/school days will be assumed as a baseline per year.

## **7.8 Route / Run Verification Rate**

If and when the HRCE requests that a Route / Run Verification be performed during the school year, the Operator will be compensated at the Total Daily Rate for the Route, plus any daily Bus Monitor Labour Rate, if and as applicable (the "**Route / Run Verification Rate**"). The Operator shall report any timing issues or routing suggestions to the HRCE.

# **ARTICLE VIII SERVICE PARAMETERS**

## **8.1 Bus Stops**

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 off 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.

- (d) The following occurrences regarding delays on a particular Route 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 on any particular Route) 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**

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 set 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 percent (10%) 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.

For greater certainty, the intention of a Spare Bus Driver requirement is to have sufficient coverage available for Spare Bus Driver absences such that there is a Spare Bus Driver available for each Route, every day, in accordance with Section 8.7(c). In order for a Bus Driver to be accounted for in the calculation of the Spare Bus Driver ratio required by Section 8.5(a) of this Agreement (whether as a full-time Bus Driver or Spare Bus Driver), such individual must be available to perform the Services on the day which they were counted. Without limitation, individuals who are on long-term absences, are outside of the Province of Nova Scotia, have not been available to the Operator or unable to drive a vehicle or a Route assigned to the Operator for a period of thirty (30) consecutive days and, at any given time, is not available to the Operator or unable to drive a vehicle or a Route assigned to the Operator, will not count towards the Spare Bus Driver ratio. Where the Operator is notified in advance that a Bus Driver or Spare Bus Driver will be not be available to work, the Operator will take all steps necessary, including recruitment and training of a new



Bus Driver, to ensure that the Operator has a compliant Spare Bus Driver ratio on the date that such Bus Driver or Spare Bus Driver becomes, or will become, not available to work.

### **8.6 Spare Monitor and Spare Monitor Ratio**

- (a) To ensure the continuation of Service, the Operator must have a minimum of ten percent (10%) spare ratio of Bus Monitors for the number of Routes serviced. The spare Bus Monitor ratio shall not include office, maintenance or safety staff. The Operator will provide a weekly Route / Bus Monitor 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 Monitors are familiar with the service area, school locations and school bus loading procedures. The Operator must ensure the spare Bus Monitor has a current Student travel plan if required, as well as appropriate dispatch support.

For greater certainty, the intention of a spare Bus Monitor requirement is to have sufficient coverage available for Bus Monitor absences such that there is a Bus Monitor available for each Route, every day, in accordance with Section 8.7(c). In order for a Bus Monitor to be accounted in the calculations of the Spare Bus Monitor ratio (whether as a full-time Bus Monitor or Spare Bus Monitor), such individual must be available to perform the Services on the day which they were counted. Without limitation, individuals who are on long-term absences, are outside of the Country, have not been available to the Operator or unable to be a Bus Monitor on a vehicle or a Route assigned to the Operator for a period of thirty (30) consecutive days and, at any given time, is not available to the Operator or unable to be a Bus Monitor on a vehicle or a Route assigned to the Operator, will not count towards the Spare Bus Monitor ratio. Where the Operator is notified in advance that a Bus Monitor or Spare Bus Monitor will be not be available to work, the Operator will take all steps necessary, including recruitment and training of a new Bus Monitor, to ensure that the Operator has a compliant Spare Bus Monitor ratio on the date that such Bus Monitor or Spare Bus Monitor becomes, or will become, not available to work.

### **8.7 Route Doubling**

- (a) The Operator shall not use Route Doubling for any purpose whatsoever, unless the HRCE has provided advance express written consent to such Route Doubling.
- (b) Instances where the Operator simply provides notice to, or advises, the HRCE that it can only service a Route through the use of Route Doubling, will not constitute the consent or prior acceptance of such Route Doubling by the HRCE that is required by Section 8.7(a) of this Agreement.
- (c) For further clarity, it is the expectation of the HRCE, and an essential term of this Agreement, that the Operator provide a compliant school bus, Bus Driver, and Bus Monitor for each Route, every day, without resorting to Route Doubling, regardless of its adherence to the minimum spare vehicle, Bus Driver, and Bus Monitor requirements set out in Sections 8.5, 8.6, and 9.1 of this Agreement.
- (d) If the Operator can find efficiencies through Route Doubling and provide on-time Service, the Operator shall notify the HRCE to discuss this approach. For clarity, notice under this Section 8.7(d) will not constitute the consent or prior acceptance of such Route Doubling by the HRCE that is required by Section 8.7(a) of this Agreement.
- (e) Route Doubling that has not been pre-authorized by the HRCE in accordance with this Section 8.7 may result in financial penalties in accordance with the terms and conditions of this Agreement.

## **ARTICLE IX VEHICLES**

### **9.1 Vehicle Provision**

The Operator must provide and maintain:

- (a) For *Special Needs Route Package #1* and *Special Needs Route Package #2*:
  - (i) one (1) wheelchair accessible school bus (i.e. four (4) wheelchair positions and ambulatory passenger capacity) for each Route assigned to the Operator by the HRCE in accordance with this Agreement. Initially, the requirement will be one (1) wheelchair accessible school bus for each Route identified in RFP #4259; and
  - (ii) fully functional, licensed, and mechanically fit spare wheelchair accessible school buses (i.e. four (4) wheelchair positions and ambulatory passenger capacity), ready and available to perform Services, at a rate of ten percent (10%) of the school buses required in 9.1(a)(i) 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 Vehicle 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 immediately be reported to the HRCE by the Operator.

### **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 VIII.
- (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) If applicable, 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) If applicable, 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) If applicable, 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**

Video Surveillance, Global Positioning, Tablet Provisions, etc. are to be established in accordance with Proponent submissions, but what follows in s. 9.9 – 9.15 is, at a minimum, expected to be provided by the Successful Proponent(s).

#### **9.9 School Bus Video Surveillance and Audio Recording System**

We are seeking proposals for a high-quality video and audio surveillance system to enhance the safety and security of our school buses. The system should include a minimum of three (3) cameras with integrated clear audio recording capabilities, designed to provide comprehensive coverage of both the interior and exterior of the bus.

#### **9.10 Camera Requirements:**

- (a) **Camera 1:** Mounted on the exterior of the bus, capturing footage to monitor red light violations and students crossing the road at bus stops.
- (b) **Camera 2:** Focused on the driver and front door entrance, recording clear audio and video of interactions during boarding.
- (c) **Camera 3:** Positioned to cover the bus interior from front to back, capturing video and audio to monitor student behaviour.

**Additional System Requirements:**

- The system must offer secure, encrypted data storage to ensure privacy and comply with all relevant legal and regulatory requirements.
- Remote access capabilities should be available for school administrators to view and listen to recordings as necessary.
- Proposals should detail options for data retention policies, removal procedures, and whether the solution offers local or cloud-based storage, with appropriate security measures in place.
- The system must have a minimum storage capacity of 14 days, ensuring sufficient data retention for safety reviews or incident investigations.

The proposed solution must comply with all applicable privacy, security, and legal requirements for school transportation environments, providing a reliable and secure tool for monitoring student and driver safety.

**9.11 GPS Integration for School Bus Fleet**

This proposal calls for the integration of GPS technology across our school bus fleet to enhance route accuracy, safety, and operational efficiency. This includes real-time GPS tracking and reporting, with seamless integration into the existing bus management software for efficient route management, scheduling, and reporting. Proponents are advised that the HRCE uses Zonar GPS technology for all its student transportation needs.

**9.12 Key Features Required:**

- (a) Real-time tracking of bus locations with precise and reliable data reporting.
- (b) Seamless integration with bus management software to optimize route management and scheduling.
- (c) Comprehensive reporting capabilities, including speed monitoring, stop times, idling, and deviations from planned routes.
- (d) Compatibility with driver tablets to provide turn-by-turn navigation and real-time updates.

**9.13 Additional Requirements:**

- (a) The GPS system must function reliably in all weather conditions and provide both real-time tracking and retrospective data access, with a minimum data storage period of 12 months.
- (b) Solutions must comply with all applicable data privacy and security regulations, particularly those concerning student safety and location tracking.
- (c) The system must ensure secure access, allowing authorized personnel to view data through individual logins.

**9.14 Proposal Details Should Include:**

- (a) A breakdown of GPS hardware, installation, software licenses, and any ongoing maintenance or support services.
- (b) Clear data security measures and compliance with privacy regulations.

- (c) HRCE must have individual data access logins.
- (d) Preference will be given to solutions incorporating Zonar GPS technology.

#### **9.15 Tablets Implementation:**

This proposal outlines the integration of tablet technology across our school bus fleet to improve communication, safety, and operational efficiency. The proposed solution should include tablets with real-time GPS tracking, dynamic route management, and instant communication features for drivers via messaging or VoIP. In addition, the system should be able to incorporate student ridership tracking through RFID or QR code scanning, ensuring accurate attendance records and preventing unauthorized stops.

Key requirements for the tablets include compatibility with Android OS 6.0 or higher, GPS-enabled routing, and the ability to function offline once routes are preloaded. The system must also support emergency communication features, allowing for immediate alerts in cases such as route changes or mechanical issues. Tablets must be compatible with the HRCE transportation suite through the web feature, as well as any apps required through the suite.

#### **9.16 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 with the *Motor Carrier Act* as they relate to hours of work.

#### **9.17 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 Department of Public Works 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.

#### **9.18 Failure to Comply with Section 9.16 and/or Section 9.17**

Notwithstanding any Notice requirements under Section 15.12, a failure by the Operator to comply with the provisions of Section 9.16 and/or Section 9.17 shall entitle the HRCE to escalate the progressive penalty under Article XIII or to 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.

#### **9.19 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.

## **9.20 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 seatbelts and 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

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

## **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 and Bus Monitors 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, 2025 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 assigned school bus Route and school bus storage location; and
- (c) individual's First Aid / CPR qualification and expiry date.

This information must also be provided during the year when new Bus Drivers and Bus Monitors 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.).

### **10.3 Bus Driver and Bus Monitor Record Checks**

All Bus Drivers and Bus Monitors employed by the Operator, including Bus Drivers 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 Monitors for the Operator must be employees of the Operator, and are at all times 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 set 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 forth herein 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) At the request of the HRCE, the Operator will arrange for any applicable Bus Monitors or Bus Drivers to attend additional training created or facilitated by the HRCE, above and beyond training that is otherwise addressed specifically in this Agreement, which may include (but is not limited to) student specific medical or behavior management sessions. The HRCE will pay an hourly rate for the applicable Bus Driver and Bus Monitor for the length of the meeting or a minimum of 3 hours, whichever is greater.
- (d) 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 without prior consent from the HRCE Transportation Team.
- (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 Monitors 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 Monitors 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 Monitors shall ensure that the safety latches on all passenger doors are in use when any Students are in the vehicle.
- (f) Bus Drivers and/or Bus Monitors are responsible for the safe positioning of Students on the bus, whether in a seat or a wheelchair.
- (g) Bus Drivers and/or Bus Monitors will ensure all feedback for student management and equipment is communicated through the Operator, and not directly to families.
- (h) 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.
- (i) Bus Drivers and Bus Monitors 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 Incident Reporting**

The ultimate responsibility and authority to review Student conduct shall rest with the HRCE. The Operator's Bus Drivers and Bus Monitors are responsible only for such incident reporting as is required to safely and properly operate the Operator's school buses and deliver the Services hereunder. Each Bus Driver shall handle all incident reporting in strict accordance with the HRCE policies and Code of Conduct (including those set forth in Schedule 5 – Policies and Procedures of the HRCE). All incidents shall be reported in writing following completion of the Route. Further procedures and regulations for the administration of incidents shall be established cooperatively between the HRCE and the Operator. If Student conduct



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 Transportation Team.

## **ARTICLE XI ADMINISTRATION**

### **11.1 Operator's Contact Person**

- (a) The Operator will name a dedicated 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. 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, as applicable, cause its subcontractors and employees who have created Data to assign, to the HRCE or its designee, all of their rights, title and interest including newly created copyright, if any, 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 acknowledges that the Parties do not intend Operator to be a joint owner of any intellectual property rights in the newly created Data and that Operator shall in no event be deemed the joint author of any Data. Operator shall also take all reasonable steps to ensure that subcontractors and employees who will perform any Services under this Agreement shall not frustrate the HRCE's ownership rights to the Data as set forth in this Section 11.6.

Notwithstanding the foregoing, and subject to the Operator's obligations to comply with applicable law, including applicable laws related to privacy and student safety, as set forth within this Agreement or otherwise, the HRCE grants to the Operator the nonexclusive, non-assignable, royalty free, worldwide limited right to access, use and combine (with other data, including data from third party sources) Anonymized Information derived from the Data for the purpose of: (i) carrying out its obligations pursuant to and in accordance with this Agreement; and (ii) developing and improving the Services.

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 Payments & Basis for Payments

- (a) The HRCE will email the Operator a spreadsheet of the monthly Route calculations (the "**Monthly Spreadsheet**") on a one (1) month trailing basis within the first seven (7) Business Days of the end of the preceding month.
- (b) The Operator must review the Monthly Spreadsheet and, if it is in Agreement with the calculations set out in the Monthly Spreadsheet, submit its monthly invoice to HRCE pursuant to Section 12.1(b). The Operator acknowledges and agrees that if it disputes any amount as due and payable under the terms of the Agreement it must bring it to the attention of the HRCE prior to submitting its invoice for the period in question, otherwise such amount will be deemed to be released upon HRCE's payment of the Operator invoice.
- (c) During the Term, monthly invoices are to be submitted by the Operator no later than seven (7) business days following the HRCE's release of the Monthly Spreadsheet to the Operator. The Operator's invoices are to be submitted in accordance with instructions provided by the HRCE, as may be updated from time-to-time, in HRCE's sole discretion.
- (d) Once determined, any adjustments for Service cancellations, changes to Services, financial penalties, or any other amounts owing from the Operator to the HRCE will be

included as part of a proceeding Monthly Spreadsheet, and deducted from the payment to the Operator for Services performed during the period captured on such Monthly Spreadsheet;

- (e) Notwithstanding the terms and conditions set forth in any Operator invoice issued to the HRCE, the due date for any undisputed payments (see Section 15.10) pursuant to any Operator invoice shall be fifteen (15) days from the receipt, by HRCE, of such invoice issued by Operator pursuant to Section 12.1(b).
- (f) The parties acknowledge and agree that the HRCE may occasionally be unable to deliver the Monthly Spreadsheet on account of data being unavailable. In which case, such delay will be without penalty or compliant, and the Operator's time to submit its invoice will be extended by a proportional number of days.
- (g) The HRCE spreadsheet of monthly Route calculations shall include at least all of the elements set forth in Schedule 9 – *Elements for Monthly Route Calculations*, if and as relevant for each month of Services, and any other calculations, amounts, or figures the HRCE considers necessary to determine the amount payable each month to the Operator in accordance with the terms and conditions of this Agreement.

## 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, each 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) The Operator must promptly bring any discrepancies in number of kilometres on the to the attention of the HRCE for consideration and resolution in accordance with the terms and conditions of this Agreement.

## 12.3 Base Rate

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

## 12.4 Variable Rates

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

The Variable Rates are intended to provide certainty to the Operator when Route adjustments are made by HRCE that specifically affect the Active Portion of a Route. They are intended to compensate the Operator for distance and time above the Active Distance and Active Time included in the Base Rate.

As it relates solely to the Active Portion of a particular Route, the three (3) Variable Rates are:

- (a) “**Extra Time Rate**” – The Extra Time Rate is the rate that will be applied to a Route where daily total Active Time of the particular Route exceeds one hundred and eighty (180)

minutes. The Extra Time Rate is provided as dollars / hour. This rate will be applied in fifteen (15) minute increments (for example, a total Active Time for a particular Route of 181 minutes shall result in the application of 15 minutes at the Extra Time Rate).

- (b) **“Distance Rate”** – The Distance Rate is the rate that will be applied to a Route where the total Active Distance of the particular Route exceeds fifty (50) kilometres. The Distance Rate is provided as dollars / kilometre. This rate will be applied on each km in exceedance of fifty (50) kilometres, rounded up to the nearest kilometre.
- (c) **“Fuel Consumption Rate”** – The Fuel Consumption Rate (litre/kilometre) for each Route will be used to calculate the Operator’s monthly costs for fuel during the Term. The Operator’s monthly costs for fuel for each Route during the Term shall be calculated as follows:
  - (i) The Fuel Rate (litre/kilometre) of the Route shall be multiplied by the Nova Scotia Utility and Review Board’s “Min Self-Service Pump Price for Diesel for Zone 1” price (less HST) for fuel (\$/litre) as of the 1<sup>st</sup> day of each month during the Term; *then*
  - (ii) The product of Section 12.4(c)(i) shall be multiplied by 0.70; *then*
  - (iii) The product of Section 12.4(c)(ii) shall be multiplied by the Active Distance (in kilometre) of the Route, rounded up to the nearest kilometre.

## 12.5 Bus Monitor Labour Rate

All Routes assigned to the Operator require a Bus Monitor. The Operator will be paid the hourly rate stipulated in Schedule 4 – Rates (the **“Bus Monitor Labour Rate”**), for the amount of time the Bus Monitor is performing Services, for a minimum of three (3) hours per day, per Bus Monitor. In some cases the HRCE may request an additional Bus Monitor be included for a particular Route based on Student requirements.

## 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 Early Call-Out & Compensation

In the event that the HRCE requires the Operator to begin a Run earlier than scheduled (an **“Early Call-Out”**), the HRCE will pay the Operator, for each such Early Call-Out, as per the following:

- (a) for an Early Call-Out: (A) due to inclement weather / cold weather start that **partially** affects HRCE’s Route system; or (B) due to a reason other than inclement weather / cold weather start, the HRCE shall pay the Operator as follows:
  - (i) For each affected Bus Driver: (Bus Driver Labour Rate) x 4 hours; and
  - (ii) For each affected Bus Monitor: (Bus Monitor Labour Rate) x 4 hours,
- (b) for an Early Call-Out due to inclement weather / cold weather start that affects HRCE’s **entire** Route system, the HRCE shall pay the Operator as follows:
  - (i) For each affected Bus Driver: (Bus Driver Labour Rate) x 2 hours; and

- (ii) For each affected Bus Monitor: (Bus Monitor Labour Rate) x 2 hours.

## 12.8 Delayed Start & Compensation

In the event that the HRCE requires the Operator to begin a Route later than scheduled (a “**Delayed Start**”), the HRCE will pay the Operator, for each Delayed Start, as per the following:

- (a) for a Delayed Start: (A) due to inclement weather / cold weather start that **partially** affects HRCE’s Route system; or (B) due to a reason other than inclement weather / cold weather start, the HRCE shall pay the Operator as follows:
  - (i) For each affected Bus Driver: (Bus Driver Labour Rate) x 4 hours; and
  - (ii) For each affected Bus Monitor: (Bus Monitor Labour Rate) x 4 hours,
- (b) for a Delayed Start due to inclement weather / cold weather start that affects HRCE’s **entire** Route system, the HRCE shall pay the Operator as follows:
  - (i) For each affected Bus Driver: (Bus Driver Labour Rate) x 2 hours; and
  - (ii) For each affected Bus Monitor: (Bus Monitor Labour Rate) x 2 hours.

## 12.9 Bridge Tolls and Highway Tolls

As of the date of this Agreement, there are no Routes that involve the Operator using/crossing a toll bridge or toll highway. Should an Active Portion of a Route, as mandated by HRCE, include the requirement that the Operator uses/crosses a toll bridge or toll highway, HRCE shall re-imburse the Operator in full for the tolls required to use/cross such toll bridge or toll highway (“**Tolls**”). For clarity, bridge and highway tolls required for Extra-Curricular Trips shall be billed by the Operator separately on a case-by-case basis.

## 12.10 Price Adjustment – Exceptional Circumstances

Should a change in the level of Services currently being provided under the Agreement be required, and, in order to address such change, either Party suggests an increase or decrease to the number of buses that the Operator uses to provide the Services under the Agreement, and this increase or decrease to the number of buses represents a 10% increase or decrease to the total number of buses used by the Operator to provide the Services as compared to the total number of buses used by the Operator to provide the Services in the previous school year, the Parties agree, in response to, and to reflect, this increase or decrease in buses, to negotiate, in good faith, an amendment to the cost structure set forth in this Agreement.

## 12.11 Price Adjustment – Material Regulatory or Governmental Changes

If any regulatory agency or government having jurisdiction in Nova Scotia materially changes any of its regulatory requirements on Operators for the operation of school buses and such change demonstrably, and materially, increases (i.e. more than twenty-five percent (25%)) 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 material, demonstrable increase (i.e. more than twenty-five percent (25%)) 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 (25%) increase in operating costs effective as of the date the Operator incurred the increase in the operating costs.

## **12.12 Additional Routes**

From time-to-time, the HRCE may, but is no way obligated to, approach the Operator with opportunities to provide additional or coverage busing services for the HRCE. The pricing described in Schedule 4 – Rates, as relating to Special Needs Route Package #1 and Package #2, shall not apply to Routes that are not Special Needs Routes.

For clarity: (a) if HRCE requests Operator to operate Routes that are not Special Needs Routes, the Base Rate and Variable Rates shall be agreed to in writing before the Operator begins Service on such additional Routes; and (b) if HRCE requests the Operator to operate additional Special Needs Routes, the pricing described in Schedule 4 – Rates shall apply to such additional Special Needs Routes.

## **ARTICLE XIII STANDARDS OF PERFORMANCE**

### **13.1 Compliance with Standards of Performance**

- (a) The Operator acknowledges that the Service standards set forth in this Agreement have been negotiated between the parties to ensure the level of Services required by Special Needs Students and families within the Halifax Regional Municipality. The Operator therefore further acknowledges and warrants that all Services will be performed in strict compliance with the terms of this Agreement, and, that at a minimum, the Operator shall provide Services which meet the standards set out 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 such policies and standards may be amended by the HRCE from time-to-time.
- (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 the HRCE exercising its rights under the Agreement and/or at law without prior warning to the Operator; and
- (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.

### **13.3 Financial Penalties**

For any instances where the Operator has failed to perform an obligation under the Agreement, or failed to comply with the terms and conditions of the Agreement in the performance of the Services, the Operator

may be penalized up to one hundred (100) percent of the Total Daily Rate per event, without notice to the Operator, as a genuine pre-estimate of the cost borne by the HRCE. Without limitation, the following events may result in a financial penalty in accordance with this Section 13.3:

- (a) Unauthorized stops, unauthorized riders, unauthorized Route deviations or unauthorized Route changes;
- (b) Failure to deliver Services in accordance with the terms and conditions set out in Schedule 3 – Contract Management and Schedule 5 – Policies and Procedures of HRCE;
- (c) Habitual preventative mechanical breakdowns, including no starts; and
- (d) A Bus Driver, Bus Monitor, or compliant school bus not being available to cover all Routes assigned to the Operator, and the Operator has not been able to provide a solution to service the Route(s) under the terms and conditions of this Agreement, without resorting to Route Doubling.

#### **13.4 Progressive Penalty Process**

The HRCE may, but is in no way obligated to, apply the following progressive penalty process in response to matters of non-performance or non-compliance pursuant to the Agreement (the “**Progressive Penalty Process**”):

- (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 with a written plan within two (2) Business, 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 13.3.
- (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.

The Operator acknowledges and agrees that the Progressive Penalty Process is a contractual right available for the HRCE to use in its sole discretion, and further agrees that the HRCE is not required to use the Progressive Penalty Process prior to exercising any other rights available to it under this Agreement or at law.

Moreover, depending on the severity or level of the performance failure, in HRCE’s sole determination, the HRCE may, in its sole discretion, choose to implement any of the above-noted steps: (A) at any time (i.e. not in the order presented above); (B) at an accelerated pace; and/or (C) with shorter Operator response times.

**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, or the Operator demonstrating, in the opinion of the HRCE, that it is unable to perform the Services for all Routes assigned to it in accordance with the terms and conditions of the 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 (which may include mobilization and/or demobilization fees) to the Operator at the rates charged by the alternate service provider that is selected to provide such replacement services. In such a case, the Operator authorizes and instructs the HRCE to deduct the incremental costs provided for in this Section 14.1 from amounts owing to the Operator on a proceeding Monthly Spreadsheet.

In cases where a Default has occurred and HRCE intends to secure alternative transportation in accordance with this Section 14.1, it will undertake the following steps:

1. provide notice to the Operator of the Default and that it will be seeking alternative coverage of certain Routes assigned to the Operator (the **"Re-Assignment"**);
2. the Re-Assignment will be conditional upon the HRCE securing sufficient alternative coverage for the Routes that will be subject to Re-Assignment. The Operator is required to continue Services on all Routes assigned to it, in accordance with the terms and conditions of the Agreement, until an effective date of the Re-Assignment has been provided by HRCE;
3. if the HRCE is able to secure sufficient alternative coverage for the Routes, it will provide particulars of the Re-Assignment and an effective date of the Re-Assignment, on which date the Routes will be Serviced by the alternate service provider. The Operator is required to continue Services on all Routes assigned to it, in accordance with the terms and conditions of the Agreement, until the effective date of the Re-Assignment;
4. the Re-Assignment will be effective until the later of: (a) the end of the term of the agreement between the HRCE and the alternative service provider for coverage of the Routes subject to the Re-Assignment; and (b) the Operator demonstrating its fitness and ability to cure the Default and begin servicing the Routes subject to Re-Assignment again in accordance with the terms and conditions of the Agreement; and
5. no amounts will be due and payable by the HRCE to the Operator in respect of any Routes subject to the Re-Assignment following the effective date of the Re-Assignment.

**14.2 Termination of the Agreement**

Notwithstanding any other provision of this 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(g), Section 9.18, Section 13.2(b), Section 13.4(d), Section 14.1, Section 14.5(e) or Section 14.8;
- (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. For clarity, where the Operator has been given a prior rectification notice in respect of a Default under this Agreement pursuant to the foregoing sentence, the same subsequent Default by the Operator shall allow the HRCE to immediately terminate this Agreement, without notice or remedy period, and without cost or penalty, and seek alternate arrangements for Services, unless the subject matter of such Default is then the subject of a *bona fide* dispute being dealt with according to the dispute settlement mechanism set out at Section 15.9;
- (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 set 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) Without in any way limiting the generality of Section 14.3(b), should HRCE request, and the Operator agree, to serve additional Route(s), the HRCE agrees to pay the Operator, for each day on which transportation is provided on such new Route(s), all applicable rates and compensation for such Routes.

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) with respect to Special Needs Routes.

#### **14.4 Temporary Cancellation of Service by the HRCE**

- (a) In addition to, and notwithstanding, the provisions of Section 14.3, in the event that the HRCE notifies the Operator that Services will not be required until further notice (the "**Service Halt Period**") owing to circumstances beyond the control of the HRCE, including without limiting the generality of the foregoing, inclement weather, HRCE Labour Disputes 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, during the Service Halt Period.
- (b) Payment of the Inclement Weather Rate shall constitute the HRCE's only obligation in such event and following the expiration of the Service Halt Period, the Operator shall not be entitled to any further payment from the HRCE with respect to such Service Halt Period 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 as a Result of Operator Labour Disputes**

- (a) The Operator shall provide fifteen (15) Business Days' notice to the HRCE of the potential 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.

- (b) Within five Business Days after the notice provided in Section 14.5(a), the Operator must communicate its contingency plan to maintain continuous Service to parents / guardians and the general public.
- (c) In the event the Services and transportation of Students pursuant to this Agreement are not provided due to an Operator Labour Dispute, no payment shall be made to the Operator in respect of those day(s) for which such Service is not provided.
- (d) 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.
- (e) At the end of a period of fifteen (15) consecutive Service Days in which the Service is not provided due to an Operator Labour Dispute, if 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**

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 this Agreement.

#### **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 #4259 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.

#### **14.8 Critical Disruption**

In the event of a Critical Disruption, the Operator shall notify the HRCE forthwith and the Operator shall use best efforts to restore the Services within 24-hours. In the event of three (3) Critical Disruptions of any type



### **15.3 Rights Cumulative**

The rights and remedies of the Parties to this Agreement are cumulative and are in addition to and not in substitution for any rights and remedies provided by law.

### **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. Once such dispute is so submitted, if the senior management of one of the parties fails to make itself available for a meeting during normal

business hours in the 10 Business Day period after a request for such a meeting made by the other party, the party making such request may submit the dispute to Arbitration pursuant to Section 15.9(c) on the basis that senior managements failed to resolve the dispute.

- (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. Subject to Section 15.9(a), 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*.

#### **15.10 Disputed Amounts**

Subject to and in accordance with the provisions of this Section 15.10, the HRCE may withhold payment of any portion of an Operator invoice that HRCE in good faith disputes as due or owing. In such case, the HRCE shall pay any undisputed amounts and provide to the Operator a written explanation of the basis for the dispute as to the disputed amounts. The failure of the HRCE to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by HRCE, so long as HRCE complies with the provisions of this Section 15.10. Any dispute relating to amounts owed by a Party hereunder shall be escalated by either Party to the dispute resolution process described in Section 15.9. All of the Operator's obligations under this Agreement shall continue unabated – and the Operator shall continue to provide the Services in accordance with the terms and conditions of this Agreement – while such dispute is being resolved pursuant to the dispute resolution process described in Section 15.9.

#### **15.11 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.

#### **15.12 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.

#### **15.13 Drafting of Agreement**

The Parties agree 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.

#### **15.14 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.

#### **15.15 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***

**[Successful RFP Proponent]**

Per:

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

Title:

***I have the authority to bind the Operator***



## SCHEDULE 1 DEFINITIONS

**“Active Distance”** has the meaning given to it in the definition of Active Portion, and is detailed in the Route Packages set forth in RFP #4259, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**“Active Portion”** means the portion of a particular Route that is allocated to account for the time, in minutes (the **“Active Time”**), and distance, in kilometres (the **“Active Distance”**), that the Operator is actively transporting Students on a Run in addition to the time and distance between Runs on any Route with multiple Runs.

**“Active Time”** has the meaning given to it in the definition of Active Portion, and is detailed in the Route Packages set forth in RFP #4259, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**“Agreement”** means this Student Transportation Services - Busing 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.

**“Anonymized Information”** means information or data that does not contain personally identifiable information and is non-identifiable such that the information is not personal information.

**“Base Rate”** means the cost to make the vehicle available for one day, including the cost of the Bus Driver and Bus Monitor, which such Base Rate is set forth in Schedule 4 – Rates.

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

**“Bus Driver Labour Rate”** means the hourly rate paid by HRCE to the Operator with respect to a Bus Driver in the event of an Early Call-Out, which such Bus Driver Labour Rate is set forth in Schedule 4 – Rates.

**“Bus Monitor”** is an employee of the Operator that is assigned to buses to act as a monitor if and as applicable.

**“Bus Monitor Labour Rate”** has the meaning given to it in Section 12.5, which such Bus Monitor Labour Rate is set forth in Schedule 4 – Rates.

**“Bus Stop”** is the location along the Route prescribed by HRCE 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 owned by HRCE in any media or in any form: (i) concerning the operations and business of the HRCE, schools, Students and Routes in the possession of the HRCE and/or attained by the Operator from, for or on behalf of HRCE in the course of providing the Services; and (ii) data generated for HRCE as a result of providing Services, including related 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.

**“Link Distance”** has the meaning given to it in the definition of Link Portion, and is detailed in the Route Packages set forth in RFP #4259, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**“Link Portion”** means the portion of a particular Route that is allocated to account for the time, in minutes (the **“Link Time”**), and distance, in kilometres (the **“Link Distance”**), that the Operator is not actively transporting Students on a Run, or is not between Runs on any Route with multiple Runs.

**“Link Time”** has the meaning given to it in the definition of Link Portion, and is detailed in the Route Packages set forth in RFP #4259 as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**“Delayed Start”** has the meaning given to it in Section 12.8.

**“Default”** has the meaning given to it in Section 14.1.

**“Distance Rate”** has the meaning given to it in Section 12.4, which such Distance Rate is set forth in Schedule 4 – Rates.

**“Drivers Abstract”** means a copy of a person’s Driver Abstract as 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.

**“Early Call-Out”** has the meaning given to it in Section 12.7.

**“Effective Date”** has the meaning given to it on the first page of this Agreement.

**“Extra-Curricular Transportation”** includes Extra-Curricular Trips and Co-Curricular Trips.

**“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 #4259.

**“Extra Time Rate”** has the meaning given to it in Section 12.4, which such Extra Time Rate is set in Schedule 4 – Rates.

**“FOIPOP”** has the meaning given to it in Section 5.32.

**“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 HRCE, any foreign government trade action or Canadian government legislation, applicable law or amendment having significant effect on the ability of the HRCE 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 Operator 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”** means, for a particular Route, the amount of fuel, in litres, per kilometre that a bus uses, which such Fuel Rate is 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 Base Rate, plus the Extra Time Rate (if applicable), plus the Bus Monitor Labour Rate (if applicable), that is paid to the Operator for each Route on any day during a Service Halt Period or that the HRCE otherwise determines, in its sole discretion, is an inclement weather day / cold weather start day, pursuant to Section 5.11.

**“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 a strike, walkout or organized work stoppage.

**“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 (scheduled arrival times will be designated by the HRCE in the Route schedule)

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.

**"Monthly Spreadsheet"** has the meaning given to it in Section 12.1.

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

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

**"Operator"** has the meaning given to it on the first page of this Agreement.

**"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 5.33.

**"Re-Assignment"** has the meaning given to it in Section 14.1.

**"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 #4259"** has the meaning given to it in Recital A.

**"Route"** means the combined set of Runs made by the Operator using an operating school bus on a Business Day, and is comprised of both an Active Portion and a Link Portion. The Routes are detailed (by Route ID) in the Route Packages set forth in RFP #4259, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**"Route Doubling"** means a school Bus completing additional Routes or Runs beyond those assigned to it by the HRCE in accordance with the terms of this Agreement.

**“Route Package”** means a group of Routes identified by HRCE in RFP #4259, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards, as being packaged together for the purposes of operating Busing Services for collection of schools.

**“Route / Run Verification”** means, if and as requested by HRCE, Runs of Routes by Bus Drivers performed during the school 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.

**“Route / Run Verification Rate”** has the meaning given to it in Section 7.8.

**“Run”** means a group of Bus Stops in a particular Route that is assigned to an individual operating school bus in order to actively transport Students either to or from the school they are attending, representing the Active Portion of a particular Route. For clarity, a Run may have an A.M., Noon and/or a P.M. portion.

**“Service Fleet”** means all service vehicles used by the Operator in the provision of the Services.

**“Service Day”** means a day on which Home to School Service is scheduled by HRCE and, in exceptional circumstances (e.g. make-up snow days), may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

**“Service Halt Period”** has the meaning given to it in Section 14.4(a).

**“Services”** has the meaning given to it in Section 2.1.

**“Spare Bus Driver”** means an employee hired on an intermittent basis by the Operator who is available to fulfill any driving requirement of the Operator.

**“Spare Bus Monitor”** means an employee hired on an intermittent basis by the Operator who is available to fulfill a Bus Monitor requirement of the Operator.

**“Special Needs Route(s)”** means a Home to School Service Route that picks up Students for service who have identified special needs.

**“Student”** 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.

**“Tolls”** has the meaning given to it in Section 12.8.

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

**“Total Distance”** means, for a given Route, the aggregate of the Active Distance and Link Distance.

**“Total Time”** means, for a given Route, the aggregate of the Active Time and Link Time.

**“Trial”** means Runs of Routes by Bus Drivers preceding the first day of school each year where the Route is travelled to ensure familiarity with all turn and stop details assigned in the Route.

**“Variable Rate(s)”** means the rate(s) intended to compensate the Operator for distance and time above the Active Distance and Active Time included in the Base Rate, which such Variable Rates are described in Section 12.4, and set forth in Schedule 4 – Rates.

**“Wait Time Rate”** has the meaning given to it in Section 12.6, which such Wait Time Rate is set in 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 and Bus Monitors, 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 using specialized transportation;
  - Verbal De escalation
  - Autism training
- (b) Diversity training (human rights);
- (c) Medical Management
  - First Aid – including EpiPen or similar generic devices and CPR
  - Seizure management, general and/or student specific protocols
  - General Diabetes awareness
- (d) First Aid – including EpiPen or similar generic devices and CPR;
- (e) Safe loading and unloading of wheelchairs
  - Ongoing mobility training
- (f) Bus evacuation procedures;
- (g) Collision procedures;
- (h) Student management;
  - Conflict management
  - Maintain and reporting student conduct
  - Management of bullying
- (i) Policies and procedures of the HRCE (including those set forth in Schedule 5 – Policies and Procedures of the HRCE);
- (j) Child check training for electronic or manual process.

### **Annual Refresh**

- (a) Awareness of sensitivity for Students using specialized transportation;
  - Autism training
- (b) Medical Management
  - EpiPen or similar generic devices and CPR
  - Seizure management, general and/or student specific protocols
- (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 set 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(s) 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 measures that do not provide value will be discontinued.

The Operator is 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 Operator, 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 Carrier Profile Search is required prior to the start date of the contract and at the request of the HRCE.
Evidence of Insurance	Evidence of insurance required fifteen (15) days before the Contract Effective Date Due August 16th
Workers' Compensation Board of Nova Scotia Injury Insurance	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 HRCE
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 Logbooks

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:

<b>Contract Section</b>	<b>Driver &amp; Bus Monitor Compliance</b>
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, 5.9	Evidence of Criminal Background Check/Vulnerable Sector Screening
5.6, 5.9	Evidence of annual Epi-Pen Training, annual First Aid 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
<b>Contract Section</b>	<b>Bus and Route record keeping</b>
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
<b>Contract Section</b>	<b>Safety and Training</b>
5.9	Copy of current Training Manual provided (material consistent with contract)
5.9	Copy of First Aid Course Outline
5.9	Review of Safety Safety Training including Initial, Annual and 3 year training (defensive driving and First Aid and CPR)
5.9	Verify All Bus Staff are trained in vehicle evacuations
5.9	Verify Child Check Policy in place
<b>Contract Section</b>	<b>Vehicles</b>
5.9	Route signs in all windows (3 <sup>rd</sup> 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 Student Transportation Management Suite 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 HRCE 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
<b>July</b>	Send out Compliance Checklist to Bus Operators Review prior school year performance measures: <ul style="list-style-type: none"> <li>• Accident Data</li> <li>• Customer Complaint Data</li> <li>• Incident Data</li> <li>• System Service Data</li> </ul>
<b>August</b>	Receive and verify Compliance Checklist Items Review of contractual obligations
<b>September</b>	Actual ridership confirmation Route Audits
<b>October</b>	System Service Analysis, October 31 <sup>st</sup> Route Audits, ongoing
<b>November</b>	Route Audits, ongoing
<b>December</b>	Route Audits, ongoing
<b>January</b>	Route Audits, ongoing
<b>February</b>	Route Audits, ongoing
<b>March</b>	System Service Analysis –March 31 <sup>st</sup> Route Audits, ongoing Facility Audits
<b>April</b>	Route Audits Customer Service Survey – Principals Facility Audits
<b>May</b>	Route Audits
<b>June</b>	Route Audits
<b>Annual Check</b>	Analyze Collision Data Analyze Customer Complaint Data Analyze Incident Data

**SCHEDULE 4  
RATES**

**See Attached Rate Schedule**

## **SCHEDULE 5 POLICIES AND PROCEDURES**

It is the expectation that the Operator is familiar with all of the HRCE's policies and procedures.

Bus drivers must be trained on the following policies and procedures, found on the HRCE website.

- Provincial School Transportation Policy
- 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

The Operator is also expected to be familiar with the:

Provincial Inclusive Education Policy

Provincial School Code of Conduct Policy

Other Provincial mandates that apply to the HRCE and its service providers.

Proponents are advised that they will be subject to all applicable Policies & Procedures, including any new policies and procedures that may come into effect during the contract term.

**SCHEDULE 6  
ANNUAL EMPLOYEE/CONTRACTOR CONFIDENTIALITY**

OPERATOR EMPLOYEE/CONTRACTOR CONFIDENTIALITY AGREEMENT

As an employee or contractor, 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 or engagement with the Operator, agrees to maintain Personal Information in confidence and shall not disclose same except as is otherwise set out above.

Signature of Operator Employee/Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Operator: \_\_\_\_\_

Operator Representative: (Initials) \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_



**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 #4259**

(please see attached)

**SCHEDULE 9**  
**Elements for Monthly Route Calculations**