



REQUEST FOR PROPOSALS #3750

MANAGEMENT & DELIVERY OF STUDENT TRANSPORTATION SERVICES

Issue Date: July 6, 2015
Closing Date: TUESDAY, AUGUST 4, 2015
Closing Time: 2:00 P.M.
Opening Time: 2:00 P.M.

Closing Location:

Halifax Regional School Board
33 Spectacle Lake Drive
Dartmouth, N.S.
B3B 1X7

Mandatory Proponents' Meeting:

Halifax Regional School Board
33 Spectacle Lake Drive,
Dartmouth, N.S.
2:00 P.M., TUESDAY, JULY 14TH

Department Contact:

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The Halifax Regional School Board encourages equity and affirmative action programs

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INTRODUCTION

The current Halifax Regional School Board (“HRSB” or the “Board”) Student Transportation Services Contract Agreement expires June 30, 2016. Through this Request for Proposals (“RFP #3750”), HRSB is seeking Proposal submissions from qualified persons for the Management & Delivery of Student Transportation Services, for a five (5) year term with an option to renew for two (2) additional five (5) year terms, at the Board’s discretion.

To meet the student transportation needs of the HRSB, a comprehensive management, delivery and support system is required that aligns with the HRSB Student Transportation Policy in a complex geographic, regulatory and political environment. This RFP requires pro-active planning, management and prompt service response along with conventional and forward-thinking bus route operation and optimization that utilizes the latest proven and emerging technologies. All routing, on-time service, safe stops, new service, school site and client concerns as well as day to day operations will be managed by the Operator who will be accountable to the Board. Professional liaison with HRSB students, staff and communities is required.

Of the 48,000 students attending the 137 HRSB schools, as of the date of this RFP, student transportation services are required for approximately 24,861 students. The service area includes 148 locations (some schools have multiple sites, i.e. campus) over 5,500 km² (see map next page) in Halifax Regional Municipality.

Student demographics change year to year or throughout any given school year and must be accommodated. Multiple tiered runs are required to serve schools with staggered bell times and tripled bus routes are common. Special needs transportation, co-curricular or extra-curricular school trips are intended to be included in the contractual obligation.

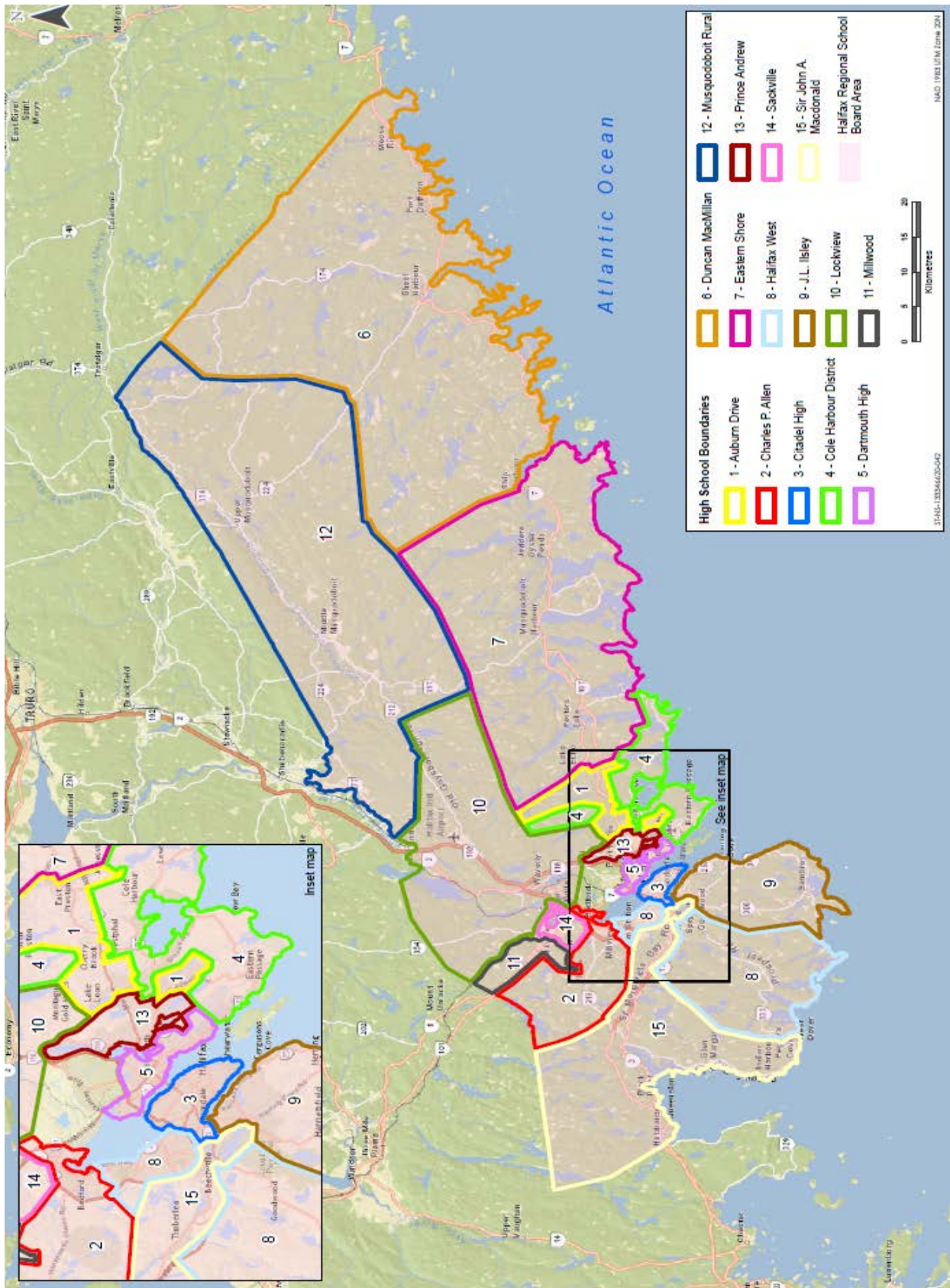
The Board requires a fully staffed transportation customer service team during a minimum 13 hour service day (or longer as reasonably required) to respond to Board, public and customer needs. The Board is seeking an Operator with a high level of professionalism, sound public communications strategies/practices and proven consistent high quality service.

In the Province of Nova Scotia, school buses are regulated and inspected by the Nova Scotia Department of Transportation and Infrastructure Renewal- Motor Carrier Division, which not only regulates mechanical fitness and safety, but also bus cleanliness, appearance and special permits.

Contract administration and oversight will be through the HRSB Operations Services Department. However, daily operations and planning will also require communications with School Administration Department, Program Department and other Board staff on a regular basis.

A mandatory meeting will be held at the Board Office, 33 Spectacle Lake Drive (see date and time indicated on the cover page) for the purpose of providing all Proponents with an overview and to answer specific questions. **Proposals WILL NOT be accepted from Proponents who do not attend the mandatory meeting.**

HRSB REGIONAL MAP



DEFINITIONS

<u>Bus Driver</u>	An employee of the Operator that is duly trained and licensed to drive a school bus.
<u>Bus Monitors</u>	An employee of the Operator that is assigned to most buses used to transport students with special needs. This employee will monitor the health and safety of these students, supervise and assist the students getting on and off the bus and during the bus trip to ensure the security of the students in their seats or wheelchairs.
<u>Bus Stop</u>	The location along the Route prescribed by the Operator for the embarkation and disembarkation of student(s) and will be in accordance with the provisions of the Motor Carrier Act and the Motor Vehicle Act of the Province of Nova Scotia, and Student Transportation Policy of the Board.
<u>Business Day</u>	A day on which the Board conducts business, and in exceptional circumstances (e.g. make-up snow days), may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.
<u>Board</u>	Refers to the “owner” and where applicable any person acting under the authority of the Board.
<u>Closing Date</u>	Is as defined on the cover of this RFP #3750.
<u>Co-Curricular Trips</u>	A school bus trip taken during the school day organized by the school on behalf of the School Board.
<u>Contract Security</u>	A mechanism executed subsequent to award, by the Operator, that protects the Board from loss due to the Operator’s inability or unwillingness to complete the Student Transportation Contract Agreement.
<u>Courtesy Students</u>	Students that do not meet the requirements within the HRSB Student Transportation Policy for mandatory transportation to and from school, but are accommodated, due to availability of space on the bus or other Board staff considerations, without altering the prescribed mandatory bus route.
<u>Evaluation Committee</u>	The committee tasked with evaluating all Proposal submissions and making recommendation to the Board regarding award of the contract.
<u>Extra-Curricular Trips</u>	The transportation of students outside normal school hours for school or Board sanctioned events as may be requested by a school in accordance with Policy B.014 School Trips.
<u>Extreme Accommodation</u>	A situation where students require transportation that is outside of the normal day to day operations of the transportation system. (Examples include split shifts or relocation to accommodate a temporary school closure)

<u>Flat Rate</u>	The fixed rate per school bus per school day driven and includes the bus and driver and all related costs regardless of distance travelled within the service area.
<u>Half Day Bus</u>	The Board has on occasion required the use of buses for only the morning or afternoon portion of runs (referred to as a half day bus). These shall only be used in exceptional circumstances and upon prior approval by the Board. Rates for this type of service will be included in the submitted proposal.
<u>Home to School Service</u>	School bus service provided to meet the requirements of the HRSB 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 pick-up or drop-off locations.
<u>Noon Hour Runs</u>	There are occasions when the Board will have the need to provide transportation to designated pick-up or drop-off locations for students prior to the normal afternoon dismissal, usually mid-day throughout the school year. These are usually students with special needs that do not allow them to remain at school for the full day.
<u>NSPTAC</u>	The Nova Scotia Pupil Transportation Advisory Committee is a team of student transportation representatives from the eight NS school boards, Contracted Service Providers, Department of Education and Early Childhood Development and Department of Transportation and Infrastructure Renewal. The Operator will designate a representative to sit on this committee as an HRSB partner at monthly meetings and committee events.
<u>Operator</u>	The Successful Proponent who enters into the Student Transportation Contract Agreement with the Board.
<u>Proponent</u>	A proponent who submits a Proposal.
<u>Proposal</u>	A proposal submitted in response to this RFP #3750.
<u>Proposal Security</u>	An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the Proponent will not withdraw the Proposal.
<u>Regular and Special Needs Transportation</u>	The transportation of students who are designated by the Board through the Student Transportation Policy to be transported to and from school. This does not include Courtesy Students.
<u>Route</u>	The aggregate number of Runs made by each operating bus per day.
<u>Run</u>	A group of assigned bus stops to an individual bus in order to transport students either to or from the school they are attending.

Services

The services to be provided by the Operator to the Board under the Student Transportation Contract Agreement, as defined therein.

Student Transportation Contract Agreement

The form of agreement attached to this RFP #3750 which the Board will require the Successful Proponent to enter into and perform in accordance with its terms.

Successful Proponent

The Proponent which has its Proposal selected as the successful Proposal under this RFP #3750.

Services

The services to be provided by the Operator to the Board under the Student Transportation Contract Agreement.

RFP #3750 TERMS & CONDITIONS**1. BOARD DOCUMENTS**

- 1.1 Proposal documents are available on the HRSB web site:
<http://www.hrsb.ca/about-hrsb/financial-services/purchasing/tenders/tender-listing> (the "Mandatory Forms").
- 1.2 Proposals must be submitted on the Mandatory Forms provided by the Board. No alteration to the Mandatory Forms will be permitted, including substitutions, additions, deletions or interlineations, without the prior written consent of the Board.
- 1.3 Reproduction of Mandatory Forms is permitted, as long as reproduced copies are exactly the same in size, format, and content as the Mandatory Forms prepared by the Board. Any proposal submitted in altered form may result in rejection of such Proposal at the sole discretion of the Board.
- 1.4 Alternate proposals will be accepted only after a Proposal is submitted in the format set forth in the Mandatory Forms. Alternate proposals must be clearly marked "**Alternate Student Transportation Proposal**" on the exterior of the sealed envelope.
- 1.5 The Board RFP documents include:
 - 1.5.1 RFP #3750for Student Transportation Services
 - 1.5.2 HRSB Transportation Data
 - 1.5.3 Technical Submission Terms & Conditions
 - 1.5.4 Proponent's Questionnaire
 - 1.5.5 Fee Submission Forms - Schedule "B"
 - 1.5.6 Sample Evaluation Form
 - 1.5.7 Addendum Acknowledgement Form
 - 1.5.8 Applicable Policies:
<http://www.hrsb.ca/about-hrsb/board-services/policy/policies>
 - 1.5.9 Form of Student Transportation Contract Agreement
 - 1.5.10 All addenda issued, as applicable.

(collectively, the "RFP Package").

2. INSPECTION OF DOCUMENTS

- 2.1 Each Proponent receiving the RFP Package is responsible for inspection of the RFP Package for missing or illegible pages, or other indications of incomplete information.

- 2.2 Proponents shall promptly notify the Procurement Department by e-mail to dbeck@hrsb.ca, of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP Package.
- 2.3 The failure or neglect of a Proponent to receive or examine the RFP Package, shall in no way relieve the Proponent from obligations with respect to the Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this Section 2.3.

3. PROPONENTS' MEETING

- 3.1 A Mandatory Proponents' Meeting will be held at the time, date and location indicated on the cover sheet of this RFP. **Attendance is mandatory.**
- 3.2 A Proposal will be rejected and returned unopened if a Proponent does not attend and sign-in at the Mandatory Proponents' Meeting.

4. LOCATION OF REGISTRATION

- 4.1 Proponents must be duly incorporated and registered in accordance with the laws of the jurisdiction in which they are incorporated, provide proof of good standing in accordance with the specific requirements of their respective jurisdictions of incorporation and be registered or be capable of being registered to do business in the Province of Nova Scotia.
- 4.2 For greater clarity, where a consortium of companies responds to this RFP #3750 as a Proponent, the consortium must do so as a legally constituted single corporate entity, registered or eligible to be registered to do business in the Province of Nova Scotia.

5. SUBMITTING PROPOSALS

- 5.1 Proposals must be received by the Board no later than the date, time and location indicated on the cover sheet of this RFP. Any Proposal received after that time shall be returned unopened.

The Board requires (5) FIVE copies of each Proposal for members of the Evaluation Committee.

- 5.2 Proposals must be submitted in the following format:
 - 5.2.1 Five (5) copies of the Technical Submission (as per the requirements outlined in Technical Submission Terms and Conditions - Service Requirements and Schedule "A") must be inserted in a sealed envelope (or package if the size prohibits the use of an envelope). The Technical

Submission envelope (package) must NOT contain any reference to the fee being offered. The identification label on the outside of the envelope (package) must clearly identify the name of the Proponent and be clearly marked “**Technical Submission - RFP #3750 Student Transportation Services**”.

5.2.2 Five (5) copies of the Fee Submission (as per the requirements of Schedule “B”) must be inserted and sealed in a separate envelope labelled “Fee Submission”. The identification label on the outside of the envelope (package) must clearly identify the name of the Proponent and be clearly marked “**Fee Submission - RFP #3750 Student Transportation Services**”.

5.2.3 The two envelopes (package) of each Proponent, each labelled ‘Technical Submission’ and ‘Fee Submission’ must be inserted and sealed into one envelope (package). The external packaging must clearly and legibly identify the Proponent's name and must be clearly marked with the RFP name and number, the Proponent’s shipping address, telephone and facsimile numbers.

5.3 A separate envelope system (one for Technical & one for Fees) must be used for Alternate Proposals which must be marked “Alternate Student Transportation Proposal”.

6. ADDENDA

6.1 The right is reserved, as the interests of the Board may require, to revise and/or amend the specifications or any other term or condition of this RFP #3750 prior to the Closing Date. Such revisions and amendments, if any, will be announced by an addendum or addenda to this RFP. Proponents must return the completed “Addendum Acknowledgement Form” with the Proponent’s Proposal.

6.2 If the revisions and amendments are of a nature which require material changes in quantities or prices proposed or both, the Closing Date may be postponed by such number of days as (in the sole discretion of the Board) will enable Proponents to revise their Proposals. In such cases, the addendum will include an announcement of the amended Closing Date.

6.3 Clarification requests shall be made in writing not less than five (5) working days before the Closing Date and time. The reply will be in the form of an addendum, a copy of which will be forwarded to those Proponents who signed the attendance sheet at the Mandatory Proponent’s Meeting no later than three (3) working days before the Closing Date.

- 6.4 The Board Procurement Department will endeavor to contact proponents to advise of any addenda. However, it is the responsibility of the Proponent to ensure that they have all the documents comprising the RFP Package by visiting the HRSB web site.

7. INQUIRIES

- 7.1 Questions about this invitation shall be submitted in writing and delivered by mail, by facsimile, in person or by email to:

Deborah Beck, Buyer
Halifax Regional School Board
33 Spectacle Lake Drive, Dartmouth NS B3B 1X7
Fax # (902) 464-0161 or by Email: dbeck@hrsb.ca

- 7.2 Information obtained from any other source is not official and may be inaccurate. Inquiries and responses may be recorded and may be distributed to all Proponents, at the Board's discretion.

8. ERASURES OR CORRECTIONS

- 8.1 The Proposal submitted must not contain any erasures, strikeouts, or other corrections of entries that impair accurate interpretation of the entry and understanding of the Proposal.
- 8.2 If correction of an unintended entry is desired, such correction must be legible and clearly authenticated by initials of the person signing the Proposal. Illegible or unauthenticated corrections may result in rejection of the Proposal at the discretion of the Board.

9. WITHDRAWAL OR AMENDMENT OF SUBMITTED PROPOSALS

- 9.1 Any Proposal which has been submitted may be withdrawn prior to the scheduled time for opening. A request to withdraw a Proposal must be in writing on the letterhead of the Proponent in a sealed envelope and be received by the Board prior to the Opening Time.
- 9.2 After the Opening Time, Proposals may not be withdrawn and must remain open for acceptance for 90 days.
- 9.3 No amendment, addendum, or modification to a Proposal shall be accepted after the Closing Date. If a change to a Proposal that has been submitted is desired, the submitted Proposal must be withdrawn and the replacement Proposal submitted prior to the Opening Time.

- 9.4 A Proponent may change or revise a previously submitted Technical Submission by withdrawal, amendment or submission of a replacement Technical Submission, if done prior to the Closing Date and Closing Time. The Technical Submission must be submitted, in accordance with the provisions of Schedule 'A', on letterhead of the Proponent in a sealed envelope, marked: "**Student Transportation Request for Proposals-Technical Submission Change**". Technical Submission changes WILL NOT be accepted by facsimile or e-mail.
- 9.5 A Proponent may change or revise a previously submitted Fee Submission by withdrawal, amendment or submission of a replacement Fee Submission, if done prior to the Closing Date and Closing Time. A Proponent must only use the Fee Submission form contained in the RFP Package. The Fee Submission must be submitted, in accordance with the provisions of Schedule 'B', on letterhead of the Proponent in a sealed envelope, marked: "Student Transportation Request for Proposals-Fee Submission Change". Fee Submission changes WILL NOT be accepted by facsimile or e-mail.
- 9.6 A Proposal, and any revisions or amendments thereto, which are submitted by a Proponent are the property of the Board upon receipt and will not be returned to the Proponent.

10. PROPOSAL SECURITY

- 10.1 A bid bond must accompany each sealed Proposal in the minimum amount of five percent (5%) of the proposed annual contract cost set forth in the Proposal. CERTIFIED CHEQUES ARE NOT ACCEPTABLE SECURITY.
- 10.2 If a Proposal is accepted by the Board and the Board offers to enter into a Student Transportation Contract Agreement pursuant to the terms of the Proposal, with or without revisions or amendments, but the Proponent does not execute the Student Transportation Contract Agreement within 10 days from the date of such offer, the Board may declare such Proponent's Proposal Security forfeited to the Board.

11. CONTRACT SECURITY-PERFORMANCE BOND

- 11.1 The Board requires a Letter of Surety guaranteeing that if successful, the Proponent will provide a Performance Bond for the estimated annual amount of the remuneration payable to the Operator under the Student Transportation Contract Agreement.
- 11.2 As a condition to granting a contract award, the Board requires receipt of the renewable annual Performance Bond naming the Board as obligee or beneficiary in the amount of the estimated annual amount of the Student Transportation Contract Agreement. The performance bond must be issued by an approved surety

duly licensed and authorized to transact business in the Province of Nova Scotia, in a form and content acceptable to the Board.

- 11.3 The cost of the Performance Bond shall **not** be included in Proponent's calculations in arriving at the annual fees to be paid to the Operator under the Student Transportation Contract Agreement. The right to waiver of the annual Performance Bond requirement with the Operator will be at the sole discretion of the Board.

12. INSURANCE REQUIREMENTS

- 12.1 The Operator must provide a ***Certificate of Insurance with Halifax Regional School Board named as additional insured*** as follows:
- 12.1.1 Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, attached machinery extensions, endorsement, for a combined single limit of no less than \$2,000,000 per occurrence;
 - 12.1.2 Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$5,000,000 per occurrence;
 - 12.1.3 Garage Liability in the amount of \$2,000,000 and
 - 12.1.4 Excess Liability (Umbrella Form) \$18,000,000 each occurrence. Umbrella must be in excess of garage liability, commercial general liability and commercial automobile liability.
- 12.2 Under the terms of the Student Transportation Contract Agreement, the above insurance coverage must be ***primary*** and all insurance policies shall provide that no coverage shall be cancelled except by ten (10) days prior written notice to the Operator and the Board. In the event of cancellation of insurance, the Operator shall immediately secure alternative insurance coverage in the amounts set out above.
- 12.3 Should the Operator be unable to secure alternative insurance coverage within ten (10) days of notice of cancellation, the Board shall have the right to terminate the Student Transportation Contract Agreement without notice.

13. WORKERS COMPENSATION BOARD

13.1 A Proposal must include a **letter** showing the Proponent is in good standing with the **Workers' Compensation Board**. The Operator must at all times remain in good standing with the Workers' Compensation Board and must provide the Board's Contract Administrator with current letters of good standing throughout the term and any extension term(s) of the Student Transportation Contract Agreement.

14. DURATION OF OFFER

14.1 The Proposal shall remain open for acceptance and must be irrevocable for a period of ninety (90) days after the Closing Date.

14.2 If the Successful Proponent does not commence work when required or manifests an intention not execute the Student Transportation Contract Agreement to commence the performance of its obligations under the Student Transportation Contract Agreement:

14.2.1 The Board may award the Student Transportation Contract Agreement to another party: or

14.2.2 Cancel the RFP #3750 and/or call for additional proposals; and

14.2.3 The Successful Proponent who has failed to enter into the Student Transportation Contract Agreement must pay any additional cost incurred by the Board as a result of the Successful Proponent's failure to enter into, or having first entered into fails to fulfil the obligations under, the Student Transportation Contract Agreement.

15. IMPLEMENTATION OF CONTRACT AGREEMENT REQUIREMENTS

15.1 The Proponent must provide with the submitted Proposal Technical Submission document a preliminary **Implementation Schedule** indicating milestone dates for key elements of the plan to meet all the requirements of the Student Transportation Contract Agreement. The plan must include as a minimum:

15.1.1 Licensed vehicles being present in Halifax and available for operation by August 1, 2016.

15.1.2 Garage facility location and drawing of facility spaces and fixed equipment layout.

15.1.3 Main office location and drawing of facility spaces and equipment layout.

15.1.4 Hiring timelines for all staff including drivers, mechanics, monitors, call centre attendants, office staff and managers.

15.1.5 Driver training program for the first year of the contract.

- 15.2 Within 30 days after award of the Student Transportation Contract Agreement, the Successful Proponent shall provide a detailed implementation plan clearly indicating timelines and milestone dates for implementation of all aspects of the Student Transportation Contract Agreement.
- 15.3 The Successful Proponent shall provide updates on the status and progress of implementation every 15 days thereafter until start of service September 1, 2016.

16. CHANGES TO PROPOSED STUDENT TRANSPORTATION CONTRACT AGREEMENT

- 16.1 Upon selection of the Successful Proponent, the Board will negotiate with the Successful Proponent to finalize and enter into the Student Transportation Contract Agreement with the Successful Proponent.
- 16.2 Proponents may suggest modifications to the form of Student Transportation Contract Agreement **provided that the suggested changes are include in the Proposal and received by the Board as part of the Proposal.** The final executed version of the Student Transportation Contract Agreement may differ from what is included in the RFP Package, in form and substance, depending upon the Proposals received and subsequent negotiations. However, by submitting a Proposal, each Proponent acknowledges that if selected by the Board, the Board may obligate the Proponent to execute the Student Transportation Contract Agreement in the form enclosed without modification.

17. PROPOSAL EVALUATION COMMITTEE

- 17.1 The Board will perform a comparative evaluation of all Proposals received through an Evaluation Committee comprised of representatives of the Board and the Nova Scotia Department of Education and Early Childhood Development. All decisions with respect to Proposal submission review, evaluation and recommendation to the Board are the responsibility of the Evaluation Committee.
- 17.2 The Evaluation Committee will evaluate Proposals in accordance with the evaluation process and criteria outlined in the RFP Package and make a recommendation through Board staff to the Governing Board.
- 17.3 The Board will make the final decision to select the Proponent considered by the Evaluation Committee, in its sole discretion, to have submitted the Proposal which shall yield the best overall value/service to HRSB and which is deemed to be in the Board's best interest.
- 17.4 The Evaluation Committee will only seek clarification from a Proponent if such clarification does not offer the Proponent the opportunity to improve the competitive position of its Proposal. All clarification requests made by the

Evaluation Committee will be through the Procurement Department Buyer. The Board will conduct any background investigations that it considers necessary and consider any relevant information in the course of the evaluation process.

- 17.5 The Board reserves the right at any point during the RFP process to conduct credit inquiries regarding each Proponent, by utilizing the services of commercial credit review service providers, or other resources at the discretion of the Board.

18. PROPOSAL EVALUATION PROCEDURE

18.1 Technical Submissions:

18.1.1 The Proposal Technical Submission will be opened and evaluated by the Evaluation Committee through consideration of the factors outlined in Article 19.1.

18.1.2 The maximum score for each factor is listed in Article 19.1.

18.1.3 The score for the written Technical Submission will represent ten (10) percent of the total Proposal Submission score.

18.2 Administration and Maintenance Shop site and reference Evaluation:

18.2.1 The assessment of sites and reference checks will be performed and will represent ten (10) percent of the Total Proposal Submission score.

18.3 Management Interviews:

18.3.1 The interviews will represent ten (10) percent of the Total Proposal Submission score.

18.4 Fee Submission:

18.4.1 The score for the Fee Submission will represent seventy (70) percent of the Total Proposal Submission score.

18.4.2 The Fee Submission envelope of each Proponent whose Technical Submission DOES NOT receive a score of seventy-five (75) percent or greater will be returned to the proponent unopened.

19. PROPOSAL EVALUATION CRITERIA

- 19.1 **Technical Submission-Weight: Ten (10) Percent.** Technical Submissions will be initially screened for completeness. It is expected that Proposals will be **clear, concise and accurate**. Proposals which do not contain a completed Schedule "A" (Page 61) and the required documents listed in the Proponent's Checklist on Page 83 of this RFP, may be eliminated at the sole discretion of the Board and will not be evaluated further. The remaining Technical Submissions will be evaluated using the following criteria:

Evaluation Factor	Value Points
Corporate Profile & Service Administration	10
Managers Service Experience	15
Communications/Client Service	10
Drivers and staff	10
Safety/Training	15
Fleet maintenance and management program	15
Fleet Vehicles	15
Implementation Plan	7.5
Added Value	2.5
TOTAL	100

All data and information in the written proposal will be subject to verification and consideration by the Evaluation Committee.

- 19.2 **Site and Reference Evaluation – Weight: Ten (10) Percent.** Site and reference evaluations will be assigned a rating that will carry a weight of ten percent (10%) in the overall Proposal evaluation process. One or more members of the Evaluation Committee will conduct one or more site evaluations for those Proponents not eliminated during the "Technical Submission" evaluation. Site evaluations will be conducted at facilities of the Board's choice where the Proponent currently provides Student transportation services.

The Board requires three reference letters from school boards receiving similar student transportation service from the Proponent and the Board reserves the right to contact any references provided by the Proponent, and/or other school boards served by the Proponent.

Site and reference evaluation criteria, not listed in any order of weight or priority, are as follows:

- Personnel
- Quality of Operations
- Overall Appearance of Facility
- Fleet Quality
- Customer References
- Recordkeeping
- Professionalism

By submitting a Proposal, each Proponent agrees to make selected facilities and facility's personnel available for evaluation by the Evaluation Committee upon reasonable notice. Should the Proponent's facility be outside of the Maritimes, the Proponent must provide travel/accommodations for the Evaluation Committee, at the Proponent's sole expense.

- 19.3 **Management Interviews – Weight: 10 Percent.** The management interviews will carry a weight of ten percent (10%) in the overall Proposal evaluation process. One or more members of the Evaluation Committee will interview the person(s) whom the Proponent intends to oversee the Board terminal operation and the person(s) who serves as his/her immediate supervisor.

The management interview criteria, in no particular order of weight or priority, are as follows:

- Qualifications and Experience
- Management Concepts
- Job Knowledge
- Transition Plan
- Responsiveness During Interview

It is desirable, but not mandatory, that Proponents have at least five (5) years' experience in the student transportation business servicing boards with 100+ schools buses. It is mandatory that Proponents have at least three (3) years' experience (in its current legal form) in providing regular home-to-school transportation and special education student transportation services.

- 19.4 **Fee Submission – Weight: Seventy (70) Percent.** The fee structure proposed by each Proponent (Schedule "B" page 75) will carry a weight of seventy percent (70%) in the overall Proposal evaluation process.
- 19.5 **Fee Evaluation** - The Proponent with the lowest fee structure will receive the full 70% score. All other Proposals will be scored proportionately based on the lowest bidder's fees.

20. AWARD OF CONTRACT

- 20.1 The Student Transportation Contract Agreement will not be considered finally and legally awarded until a motion of the Board is approved that accepts the final Student Transportation Contract Agreement negotiated with the Successful Proponent.
- 20.2 The following documents shall be incorporated into and shall form binding and enforceable schedules to the Student Transportation Contract Agreement:
- 20.2.1 Schedule "A" - RFP #3750/Addenda;
 - 20.2.2 Schedule "B" - Operator's Proposal; and
 - 20.2.3 Schedule "C" - Award letter outlining any agreed contract changes.

21. REJECTION OF PROPOSAL AND WAIVER OF IRREGULARITIES

- 21.1 HRSB reserves the right to reject any Proposal in its sole and absolute discretion for any reason whatsoever.
- 21.2 The Board specifically reserves the right to reject all Proposals if none is considered to be satisfactory in the Board's sole and absolute discretion and, in that event, at its option, to call for additional Proposals.
- 21.3 Without limiting the generality of any other provision herein, the HRSB reserves the right to reject any Proposal that:
- 21.3.1 is not submitted by Closing Date and Closing Time noted on the cover of this RFP; or
 - 21.3.2 contains any irregularity, informality, condition or qualifications; or
 - 21.3.3 is not accompanied by the required Proposal Security; or
 - 21.3.4 is not properly signed by or on behalf of the Proponent; or
 - 21.3.5 contains an alteration in a quote price that is not initialed by or on behalf of the Proponent; or
 - 21.3.6 is incomplete or ambiguous; or
 - 21.3.7 does not strictly comply with any requirement contained in this RFP.
- 21.4 HRSB shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality, or non-conformance with the requirements of this RFP #3750 in any Proposal received.
- 21.5 No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in this RFP.

22. THE BOARD'S RIGHT TO PROPONENT INFORMATION/INSPECTIONS

- 22.1 The Board reserves the right to obtain, from any and all sources, information concerning a Proponent which the Board deems pertinent to its evaluation of the Proponent's proposal.
- 22.2 The Board reserves the right to make on-site inspections of the Proponent's facilities which the Board deems pertinent and necessary to evaluate the Proponent's Proposal and to consider any information received from such inspection in evaluating the Proponent's Proposal.

23. PROPOSAL COSTS

The Board shall not be liable for any cost incurred by a Proponent in the preparation or delivery of a Proposal or for any other costs of the Proponent arising directly or indirectly from this RFP.

24. PROPOSAL DISCLOSURE

24.1 All Proposals received shall remain confidential until a Student Transportation Contract Agreement is signed by the Board and the Successful Proponent; thereafter, the Proposal **shall be deemed a public record**. In the event that a Proponent desires to claim that portions of its Proposal are exempt from disclosure as confidential, it is incumbent upon the Proponent to identify those portions in its transmittal letter accompanying its Proposal. The transmittal letter must identify the page, the particular exemptions(s) from disclosure, and the contended justification for exemption upon which it is asserting confidentiality. Each page, or part thereof, claimed to be exempt from disclosure must be clearly identified by the word "confidential" printed on the lower right-hand corner of the page.

24.2 The Board will consider a Proponent's request(s) for exemption from disclosure; however, the Board will not be bound by the assertion that a page contains confidential information or information otherwise exempt from disclosure.

24.3 Proponents shall not issue any news release(s) or make any statement to the news media pertaining to this RFP #3750, or any Proposal and/or award or work resulting therefrom without the prior written approval of the Board, and then only in consultation and cooperation with the Board.

25. NOTIFICATION OF AWARD

Proponents whose Proposals have not been selected for further negotiation or award will be notified in writing at the address given in the Proposal.

26. DEBRIEFING - UNSUCCESSFUL PROPONENTS

A request for debriefing by an unsuccessful Proponent must be made within fifteen (15) calendar days of the Proponent having been notified pursuant to Section 25.

27. PROTEST PROCEDURES

Any Proponent who asserts that it has been aggrieved by the awarding of the Student Transportation Contract Agreement, may protest to the Board in accordance with the procedures set forth in this Section 27.

- 27.1 Protests based on the RFP Package documents which are apparent prior to the Closing Date shall be submitted not later than seven (7) calendar days prior to Closing Date.
- 27.2 Protests based on other circumstances shall be submitted no later than fifteen (15) calendar days after the date of the Board's notice pursuant to Section 25. In no event shall a protest be considered if received after the fifteen (15) calendar days have expired.
- 27.3 In order to be considered, the protest shall be submitted in writing and shall include:
- 1) name and address of the Proponent;
 - 2) Proposal title and date;
 - 3) details of the specific grounds of the protest and any supporting documentation;
and
 - 4) details of the specific relief requested.
- 27.4 The written protest shall be addressed to:
- Deborah Beck-Buyer,
Halifax Regional School Board
33 Spectacle Lake Drive,
Dartmouth NS, B3B 1X7.
- 27.5 The Board will respond in writing within fifteen (15) calendar days of receiving the protest. The decision of the Board shall be final and conclusive.

28. REGULATORY REQUIREMENTS, CONSTRAINTS & CONFIDENTIALITY

- 28.1 Student transportation within the Halifax Regional School Board is governed by the *Education Act* and the regulations under the *Education Act*, as well as by the standards, guidelines, policies and directives promulgated by the NS Utility and Review Board under the *Motor Carrier Act* and enforced through the Nova Scotia Department of Transportation and Infrastructure Renewal, Motor Carrier Division.
- 28.2 The Operator will be responsible to ensure that its operations comply with all applicable labour and environmental regulations.
- 28.3 The Operator must comply with HRSB Policies, with specific reference to:
- 28.3.1 A.006 Tobacco Free Schools and Workplaces,
 - 28.3.2 A.008 Harassment,
 - 28.3.3 B.010 School and Bus Cancellation,
 - 28.3.4 B.014 School Trips,
 - 28.3.5 C.006 Special Education Policy,

- 28.3.6 C.010 Race Relations, Cross Cultural Understanding and Human Rights Learning,
- 28.3.7 C.011 Severe Medical Conditions,
- 28.3.8 C.012 Life Threatening Allergies,
- 28.3.9 D.007 Student Protection,
- 28.3.10 F.005 Student Transportation

and all other applicable HRSB policies, as amended from time to time.

- 28.4 The Operator must comply with the requirements for use of child safety restraint (e.g. eight (8) integrated child seats for a 70 passenger bus).
- 28.5 The Operator must comply with the guidelines for transportation of students with special needs as defined in the Department of Education and Early Childhood Development "Handbook for the Transportation of Students with Special Needs".
- 28.6 Confidentiality: The Operator must keep private, treat as being confidential, and not make public or divulge during, as well as after, the expiration or termination of the Student Transportation Contract Agreement, any information or material to which the Operator or any of its employees becomes privy as a result of the performance of the Student Transportation Contract Agreement or any part thereof, without having obtained in writing the prior consent of the Board.
- 28.7 FOIPOP: As a public body, the Board 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 Board is subject to the disclosure and protection of information in accordance with that legislation. Proponents are recommended to visit the following websites for more information on the Act: <http://www.gov.ns.ca/just/IAP/default.asp> and <http://www.foipop.ns.ca/>.
- 28.8 The Province of Nova Scotia is required to comply with the *Personal Information International Disclosure Protection Act* (PIIDPA). The Act 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. Proponents are recommended to visit the following PIIDPA websites for more information on the Act: http://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm and <http://www.gov.ns.ca/just/IAP/PIIDPAquest.asp#p01>.
- 28.9 The Operator must acknowledge and confirm that it is a "service provider" as defined in the PIIDPA that the Proponent 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 Board entering into the Student Transportation Contract Agreement with the Successful Proponent that the Successful Proponent irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

- 28.10 The Operator must covenant, warrant and represent to the Board that it will 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 Board 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.
- 28.11 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 Board is protected at all times from unauthorized access or disclosure and must confirm in writing to the Board, upon request, the details of such security arrangement. The Operator must implement and enforce any additional security procedures as may be required by the Board from time to time to protect the personal information that the Operator collects on behalf of the Board. The Board 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.
- 28.12 All personal information that the Operator obtains or becomes aware of while providing Transportation Services to the Board is exclusively the property of the Board and is not and must not be or and will not be deemed to be the property of the Operator. The Operator must acknowledge 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 Board under the Student Transportation Contract Agreement.
- 28.13 The Operator must ensure the confidentiality of any Student information, including at a minimum, but not necessarily limited to, such information as age, sex, address, phone number, siblings and parents of the Student.

29. ACCESSIBILITY

- 29.1 A portion of the school buses must be provided with a wheelchair lift installed and priced accordingly in the Fee Submission. For costing proposal purposes, Proponents should assume that all small buses will be required to be equipped with wheelchair lifts.
- 29.2 The demands for bussing students with special needs will fluctuate year to year and throughout the school year. The Operator will be required to accommodate a reduction or increase of students or movement of students between schools or

Family of Schools using the existing assigned fleet of accessible buses. Assignment of buses to the fleet that result in unplanned additional expense to the Board will not be permitted without Board approval.

30. NOVA SCOTIA PUPIL TRANSPORTATION ADVISORY COMMITTEE

30.1 The Operator will designate a representative to sit on the Nova Scotia Pupil Transportation Advisory Committee (NSPTAC) as a HRSB partner at monthly meetings, conferences and events.

31. FUEL ESCALATOR/ FUEL DE-ESCALATOR

Proponents are referred to Article 8 of the draft Student Transportation Contract Agreement which specifies the terms and conditions related to fuel adjustment. The text below is only a summary and to the extent that there is any conflict between what is described below and what is set forth in the draft Agreement, the latter shall take precedence.

31.1 The fuel escalator clause is intended to minimize the cost effects of fuel price uncertainty to the Operator and the Board. The fuel cost escalator provisions are not intended to compensate the Operator for what would be considered normal day-to-day fluctuations or seasonal changes.

The fuel cost escalator provisions are not intended to serve as a guarantee for full compensation for fuel price fluctuations but are intended to provide for a sharing by the Board in a portion of the Operator's risk which could arise from unusual and extreme fluctuations in fuel prices that are clearly of a magnitude substantially greater than normal fluctuations. The fuel escalator clause will only be triggered when the increase from the "bid base price" for fuel as defined herein exceeds twenty-five (25) percent.

31.2 For the purpose of the Student Transportation Contract Agreement the **Fuel Bid Base Price** will be the *Nova Scotia Petroleum Price Schedule - Zone 1, per litre price for June 5, 2016*, published on the Nova Scotia Utility & Review Board's website: <http://nsuarb.novascotia.ca/content/links> "Weekly Gas Prices".

31.3 If the price of fuel increases by more than twenty-five (25) percent per litre from the Fuel Bid Base Price, the cost increase will be credited (based on the % amount exceeding the 25% increase) as detailed in this Section 31.

31.4 The annual fuel cost escalator amount will be determined each July for the previous September 1 to June 30 period. The Board will use the difference between the Fuel Bid Base Price and published diesel fuel prices on the first business day of each month averaged over the ten (10) month period from September 1 to June 30 to

determine any Fuel Bid Base Price adjustment, to be payable in July of each year. Fuel cost adjustments will only be engaged when the Fuel Bid Base Price has changed by at least an average of twenty-five (25) percent over the ten (10) month period.

- 31.5 Fuel consumption rate will be set at 3km/litre for the term of the Student Transportation Contract Agreement. Kilometres driven each day will be determined by the Operator (based on kilometres taken from the route schedules) effective September 1 for that school year. These figures and one hundred eighty-five (185) School Days, will be used to calculate the fuel cost adjustment at the end of each School Year (month of June).

Example: If the Fuel Bid Base Price is \$0.70 per litre and there are one hundred eighty-five (185) School Days in the School Year, and the average diesel fuel price for the ten (10) month period (September 1 to June 30, taken on the first business day of each month) was \$0.91 this represents an increase of thirty (30) percent. Therefore, that ten (10) month period will qualify for an increase of the five (5) percent above the twenty-five (25) percent fuel escalator.

Based on 10,000km/day and 3km/litre, 3,333 litres of fuel will be used each school day. The Fuel Bid Base Price of \$0.70 and the increased average ten (10) month price to \$0.91 is a \$0.21 difference. Five (5) percent of \$0.21 is \$0.0105 (1.05 cents).

$3,333 \text{ litres} \times 0.0105 \text{ fuel cost difference} = \$35.00/\text{day fuel adjustment} \times 185 \text{ School Days} = \$6,475 \text{ owed to the Operator for that year's fuel adjustment.}$

32. FUEL DE-ESCALATOR

- 32.1 As per Article 31.4 above, the annual fuel cost de-escalator amount will be determined each July for the previous September 01 to June 30. The Board will use the difference between the Fuel Bid Base Price and published diesel fuel prices on the first Business Day of each month averaged over a ten (10) month period to determine any Fuel Bid Base Price adjustment for the Term of the Contract Agreement, to be payable in July of each year. Fuel cost adjustments will only be engaged when the Fuel Bid Base Price has changed by at least an average of twenty-five (25) percent over the ten (10) month period.

- 32.2 If the price of fuel decreases by more than twenty-five (25) percent per litre from the Fuel Bid Base Price of fuel, the cost decrease will be credited to the Board (based on the % amount exceeding the 25% decrease).

33. TRANSPORATION DATA FOR HALIFAX REGIONAL SCHOOL BOARD

- 33.1 A collection of data summarizing operations from the most recently completed school year is provided below in two tables. The first table is a summary of bus route data including utility or spare buses. The second table is a report of school bell times.

- 33.2 This information is provided to assist Proponents in formulating their Proposals. The Board cautions, however, that the information is approximate. The Board makes no warranty or representation about its accuracy, and the Board does not intend any Proponent to rely on the accuracy of the information in submitting Proposals.

HRSB SCHOOL DATA TABLES 1 & 2
Halifax Regional School Board Transportation Data
Bus Capacity and Route Information

Data Table 1- Bus Route Information

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
51	25526	72	102.05	5.13
52	25285	72	101	5.3
53	21462	72	108.54	5.07
54	20259	72	85.86	4.52
56	20262	72	107.64	5.17
57	6713	72	88.3	4.82
58	25519	72	98.9	4.77
73	6832	78	89.23	4.97
74	6741	72	91.81	5
75	20276	72	116.49	5.32
76	25533	72	68.16	4.15
77	25502	72	92.52	5.03
82	6729	72	79.77	6.5
101	6750	72	157.27	6
102	20272	72	150.91	5.87
103	6749	72	161.49	6.27
104	6807	72	139.85	6.25
105	20266	72	160.78	5.97
106	6859	78	145.04	5.53
108	6860	78	109.06	4.97
109	6819	78	123.03	5.57
110	6840	78	156.23	6.13
111	25493	72	127.13	5.1
112	6725	72	145.39	4.82
113	6726	72	132.48	5.5
114	6851	78	166.79	6.2
115	25535	72	120.98	5.48
116	6739	72	137.54	6
117	6844	78	191.49	6.27
118	6732	72	116.14	5.08
119	6843	78	144.12	5.47
120	25522	72	99.05	4.98

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
121	6847	78	137.47	5.42
122	20271	72	126.95	4.97
123	6822	78	145.93	5.6
124	6724	72	135.42	5.02
125	6766	72	141.66	5.35
126	6826	78	110.43	5.58
127	6805	72	123.91	4.87
128	6850	78	122.89	5.38
129	6711	72	157.02	5
130	6863	78	109.99	4.1
131	6720	72	154.75	5.37
132	6831	78	178.67	5.98
133	6733	72	73.97	4.48
134	20270	72	150.13	5.12
135	25525	72	187.77	6.03
136	6747	72	129.8	5.4
137	6754	72	148.02	5.38
138	6813	81	120.89	5.43
139	6763	72	142.38	5.28
140	20268	72	163.58	6.1
141	6728	72	99.27	4.62
142	25516	72	121.99	4.65
143	20294	72	111.63	5.22
144	7599	72	155.56	5.72
145	6727	72	113.92	5
146	25487	72	118.11	4.98
147	25531	72	125.05	5.8
148	20267	72	107.39	5.25
149	6714	72	93.42	5.63
150	6846	78	111.74	5.62
151	6861	72	70.54	4.67
152	20273	72	121.33	5
153	6716	72	85.61	4.7
154	20292	72	147.21	5.87
155	6768	72	150.89	5.73
156	7600	72	114.36	5.5
157	6745	72	108.89	5.15

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
158	6806	81	140.52	5.37
159	21478	72	154.97	5.73
160	6839	78	147.46	5.18
200	6735	72	89.89	4.25
201	6842	78	145.29	5.37
202	6833	72	101.39	5.07
203	6836	78	121.23	5.35
204	6812	81	172.67	6.3
205	6751	72	127.37	5.23
206	6730	72	91.18	4.87
207	25528	72	216.04	5.68
208	20281	72	226.88	5.32
209	25497	72	127.65	5.23
210	6709	72	112.57	4.95
211	25532	72	153.89	5.77
212	25485	72	156.62	5.83
213	6723	72	119.13	5.47
214	6845	78	138.14	5.72
215	20265	72	130.4	5.78
217	20278	72	137.27	5.77
218	25495	72	127.96	5.48
219	6862	78	85.6	5
220	25500	72	100.36	5.58
221	6825	78	126.85	5.72
222	6764	72	124.11	5.47
223	25523	72	140.99	5.67
224	25496	72	170.01	6.18
225	6712	72	128.79	5.78
226	6715	72	114.69	4.55
227	6710	72	115.8	5.23
228	6731	72	98.79	4.92
234	6808	72	95.67	4.38
235	6828	78	138.43	5.7
300	6755	72	94.8	4.95
301	6721	72	128.11	5.77
302	6809	81	168.55	6.25
303	6830	78	115.26	5.42

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
304	6717	72	134.76	5.47
305	25486	72	123.38	5.57
306	6820	78	119.37	5.12
307	25537	72	122.52	5.48
308	25488	72	180.62	5.97
309	6865	78	127.41	6.02
310	6744	72	154.15	5.12
311	6810	72	138.63	5.33
312	6817	81	156.07	6.37
313	6854	78	212.45	4.72
314	6737	72	133.41	5.55
401	20283	72	142.16	5.9
402	6765	72	104.07	5.23
403	21477	72	135.24	5.43
404	20754	72	129.93	5.68
405	25484	72	92.95	4.9
406	25530	72	189.79	5.78
407	25499	72	130.29	5.82
408	6748	72	142.2	5.47
409	6821	78	140.3	6.03
410	6815	81	53.42	4
411	25277	72	142.87	5.73
412	6853	78	149.37	5.95
413	20286	72	107.78	5.03
414	20285	72	176.37	6.1
416	20295	72	153.84	6.15
417	6767	72	91.47	4.13
418	20290	72	118.17	4.58
419	25489	72	199.66	6.98
420	21475	72	148.15	5.57
421	7598	72	149.82	5.82
422	21448	72	108.37	5.28
501	6848	78	132.27	5.17
503	25494	72	151.21	5.22
504	20282	72	192.39	5.58
505	20279	72	138.28	5.12
506	20280	72	163.58	5.48

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
508	25492	72	143.68	5.33
509	25540	72	156.41	5.77
511	20753	72	163.67	5.55
512	25321	72	191.9	5.08
513	6752	72	230.39	6.12
514	6849	78	159.94	4.83
515	20287	72	212.32	6.07
516	6866	78	165.54	5.28
517	6824	78	110.62	4.03
518	6823	78	202.1	5.88
520	6743	72	105.57	5.18
521	7597	72	164.63	5.63
522	20288	72	136.23	5.62
523	25505	72	247.36	6
524	6841	78	126.28	4.88
525	20289	72	115.45	4.77
526	20258	72	178.34	5.62
601	20260	72	225.24	5.73
602	20274	72	90.25	4
603	20284	72	151.48	4.72
604	6801	81	183.95	4.4
605	20256	72	79.09	4
607	6864	78	180.01	5.22
608	6835	78	87.54	5
609	25504	72	95.15	4
610	20233	29WC	92.92	4
612	6856	78	117.11	4
613	25498	72	161.84	5
614	20275	72	101.28	4.08
702	20257	72	227.78	4.92
704	20752	72	119.9	4
705	7595	72	195.86	4.88
706	20261	72	176.91	4.72
708	20269	72	173.4	4.77
709	21470	72	57.99	5
710	20263	72	80.47	4
711	20264	72	62.58	4

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
H1	6917	20WC	64.31	5.5
H10	6909	20WC	76.83	5.2
H11	21453	72	81.96	4.73
H12	7208	20WC	52.25	4.6
H13	7101	20	164.73	6.05
H14	25536	72	96.12	5
H15	6921	20WC	99.78	5.9
H16	6753	20WC	57.97	4
H17	6818	72	55.06	4
H18	6734	72	77.08	4.92
H19	22619	29WC	75.07	5.42
H2	21490	29WC	53.95	4
H3	20277	72	67.87	4.5
H4	25501	72	87.67	5.08
H5	6814	81	57.03	4.53
H6	6761	72	64.87	4.77
H7	6762	72	66.54	5.12
H8	7100	20	54.79	4.07
H9	21480	72	99.1	5.13
S1	30545	29WC	155.17	6.08
S10	20254	29WC	85.8	5.42
S11	20253	29WC	100.1	5.17
S12	6918	20WC	102.69	5.27
S13	7102	29	78.94	5.1
S14	7206	20WC	167.61	6.98
S15	7211	20WC	78.19	5.2
S16	21491	29WC	91.94	5
S17	21492	29WC	93.06	5.52
S18	6160	20	158.4	5.3
S19	21489	29WC	121.43	5.47
S2	6871	20WC	119.97	5.55
S20	7203	20WC	114.63	5.88
S21	21487	29WC	126.47	5
S22	21493	29WC	150.96	6.02
S23	21488	29WC	133.13	5.33
S24	6913	20WC	90.63	4.98
S25	6910	20WC	95.42	5.07

Route #	Bus #	Bus Capacity	Total live Km	Live Route hours
S26	6908	20WC	119.8	5.5
S27	6922	20WC	71.76	5.17
S28	7200	20WC	218.94	6.83
S29	30542	29WC	84.6	5.23
S3	7204	20WC	167.89	6.05
S30	8047	20	90.57	4.6
S31	6915	20WC	74.13	4.83
S32	21486	29WC	155.82	5.83
S33	6912	20WC	108.06	4.93
S34	6159	20	73.58	4.4
S35	6914	20WC	82.33	4.83
S36	6907	20WC	108.41	5.3
S37	7201	20WC	96.32	5.22
S4	6911	20WC	99.86	5.38
S40	7212	20WC	67.27	4.42
S42	7210	20WC	41.4	4
S43	7205	20WC	61.92	4.4
S44	6916	20WC	73.72	4
S5	7207	20WC	130.45	4.47
S6	6905	20WC	134.54	5.32
S69	25373	29WC	57.51	4.57
S7	25375	29WC	122.27	5
S70	6904	20WC	102.3	5.22
S71	21484	29WC	81.32	5
S72	6161	20	57.36	4.27
S8	7202	20WC	150.67	5.72
S84	21485	29WC	60.74	4.07
S85	6920	20WC	71.14	4.47
S9	25374	29WC	153.69	5.8
S96	20232	29WC	119.61	5.73
Total			30732.31	1294.82

Halifax Regional School Board
2014-15 School Bell Times

Data Table 2-School Bell Times

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
A.J. Smeltzer Junior High (6-8)	SVH	(6-8)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
Admiral Westphal Elementary (3-6)	PAH	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Admiral Westphal Elementary (P-2)	PAH	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Alderney Elementary (3-6)	PAH	(3-6)	8:45 AM	11:45 AM	12:50 PM	2:50 PM
Alderney Elementary (P-2)	PAH	(P-2)	8:45 AM	11:45 AM	12:50 PM	2:20 PM
Ash Lee Jefferson Elementary (3-6)	LHS	(3-6)	8:15 AM	11:30 AM	12:20 PM	2:05 PM
Ash Lee Jefferson Elementary (P-2)	LHS	(P-2)	8:15 AM	11:00 AM	11:50 AM	1:35 PM
Astral Drive Elementary (3-6)	ABN	(3-6)	8:30 AM	11:30 AM	12:45 PM	2:45 PM
Astral Drive Elementary (P-2)	ABN	(P-2)	8:30 AM	11:30 AM	12:45 PM	2:15 PM
Astral Drive Junior High (7-9)	ABN	(7-9)	8:35 AM	11:45 AM	12:30 PM	2:30 PM
Atlantic Memorial – Atl Site (3-5)	HWH	(3-5)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Atlantic Memorial – Atl Site (P-2)	HWH	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Atlantic Memorial – TB Site (3-5)	HWH	(3-5)	8:30 AM	12:00 PM	1:00 PM	2:30 PM
Atlantic Memorial – TB Site (P-2)	HWH	(P-2)	8:30 AM	12:00 PM	1:00 PM	2:00 PM
Atlantic View Elementary (3-6)	CHD	(3-6)	8:00 AM	11:00 AM	11:50 AM	1:50 PM
Atlantic View Elementary (P-2)	CHD	(P-2)	8:00 AM	11:00 AM	11:50 AM	1:20 PM
Auburn High (10-12)	ABN	(10-12)	9:25 AM	12:05 PM	12:55 PM	3:35 PM
Basinview Elementary (3-6)	CPA	(3-6)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Basinview Elementary (P-2)	CPA	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:15 PM
BeaverBank-Kinsac Elementary (3-6)	LHS	(3-6)	8:25 AM	11:55 AM	12:45 PM	2:15 PM
BeaverBank-Kinsac Elementary (P-2)	LHS	(P-2)	8:25 AM	11:40 AM	12:25 PM	1:45 PM
BeaverBank-Monarch Elementary (3-6)	LHS	(3-6)	8:45 AM	11:45 AM	12:40 PM	2:45 PM
BeaverBank-Monarch Elementary (P-2)	LHS	(P-2)	8:45 AM	11:45 AM	12:40 PM	2:15 PM
Bedford South School (3-6)	CPA	(3-6)	8:45 AM	11:45 AM	12:45 PM	2:50 PM
Bedford South School (P-2)	CPA	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:20 PM
Beechville Lakeside Timberlea Jr	SJM	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
Beechville Lakeside Timberlea Sr	SJM	(3-6)	8:30 AM	12:00 PM	1:00 PM	2:30 PM
Bel Ayr Elementary (3-6)	PAH	(3-6)	8:50 AM	11:50 AM	12:50 PM	2:50 PM
Bel Ayr Elementary (P-2)	PAH	(P-2)	8:50 AM	11:50 AM	12:50 PM	2:20 PM
Bell Park Academic Centre (P-6)	ABN	(P-6)	8:15 AM	11:15 AM	12:15 PM	2:15 PM
Bicentennial Elementary (3-6)	DHS	(3-6)	8:55 AM	12:00 PM	1:15 PM	3:15 PM
Bicentennial Elementary (7-9)	DHS	(7-9)	8:55 AM	12:00 PM	1:15 PM	3:15 PM
Bicentennial Elementary (P-2)	DHS	(P-2)	8:55 AM	12:00 PM	1:15 PM	2:45 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
Brookhouse Elementary (3-6)	PAH	(3-6)	8:40 AM	11:40 AM	12:30 PM	2:30 PM
Brookhouse Elementary (P-2)	PAH	(P-2)	8:40 AM	11:40 AM	12:30 PM	2:00 PM
Brookside Junior High (6-9)	HWH	(6-9)	8:00 AM	11:45 AM	12:30 PM	2:00 PM
Burton Ettinger Elementary (3-6)	HWH	(3-6)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Burton Ettinger Elementary (P-2)	HWH	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:15 PM
Caldwell Road Elementary (3-6)	ABN	(3-6)	8:30 AM	11:30 AM	12:20 PM	2:20 PM
Caldwell Road Elementary (P-2)	ABN	(P-2)	8:30 AM	11:30 AM	12:20 PM	1:50 PM
Caledonia Junior High (7-9)	PAH	(7-9)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Caudle Park Elementary (3-5)	SVH	(3-5)	8:30 AM	11:35 AM	12:30 PM	2:30 PM
Caudle Park Elementary (P-2)	SVH	(P-2)	8:00 AM	11:35 AM	12:30 PM	2:00 PM
Cavalier Drive School (3-5)	SVH	(3-5)	8:00 AM	11:15 AM	12:30 PM	2:30 PM
Cavalier Drive School (P-2)	SVH	(P-2)	8:00 AM	11:15 AM	12:30 PM	2:00 PM
Central Spryfield Elementary (3-6)	JLI	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Central Spryfield Elementary (P-2)	JLI	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Charles P. Allen High (10-12)	CPA	(10-12)	9:20 AM	12:00 PM	12:45 PM	3:25 PM
Chebucto Heights Elementary (3-6)	JLI	(3-6)	8:50 AM	11:55 AM	1:00 PM	3:00 PM
Chebucto Heights Elementary (P-2)	JLI	(P-2)	8:50 AM	11:55 AM	1:30 PM	3:00 PM
Citadel High (10-12)	CIT	(10-12)	9:00 AM	11:40 AM	12:35 PM	3:10 PM
Clayton Park Junior High (7-9)	HWH	(7-9)	9:05 AM	12:00 PM	1:20 PM	3:25 PM
Colby Village Elementary (3-6)	ABN	(3-6)	8:30 AM	11:30 AM	12:35 PM	2:35 PM
Colby Village Elementary (P-2)	ABN	(P-2)	8:30 AM	11:30 AM	12:35 PM	2:05 PM
Cole Harbour District High (10-12)	CHD	(10-12)	7:55 AM	10:30 AM	11:10 AM	1:45 PM
Colonel John Stuart Elementary (3-6)	CHD	(3-6)	8:35 AM	11:30 AM	12:30 PM	2:35 PM
Colonel John Stuart Elementary (P-2)	CHD	(P-2)	8:35 AM	11:30 AM	12:30 PM	2:05 PM
Crichton Park Elementary (3-6)	DHS	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Crichton Park Elementary (P-2)	DHS	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Cunard Junior High (7-9)	JLI	(7-9)	8:50 AM	11:50 AM	1:10 PM	3:10 PM
Dartmouth High (10-12)	DHS	(10-12)	8:30 AM	11:20 AM	12:20 PM	3:10 PM
Duc d'Anville Elementary (3-6)	HWH	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Duc d'Anville Elementary (P-2)	HWH	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Duncan MacMillan High (10-12)	DMH	(10-12)	8:50 AM	12:00 PM	12:50 PM	2:50 PM
Duncan MacMillan High (7-9)	DMH	(7-9)	8:50 AM	12:00 PM	12:50 PM	2:50 PM
Dutch Settlement Elementary (P-6)	MRH	(P-6)	8:00 AM	11:15 AM	12:00 PM	1:55 PM
East St. Margaret's (3-6)	SJM	(3-6)	8:35 AM	11:55 AM	12:40 PM	2:25 PM
East St. Margaret's (P-2)	SJM	(P-2)	8:35 AM	11:55 AM	12:40 PM	1:55 PM
Eastern Consolidated Elementary (P-5)	DMH	(P-5)	8:15 AM	11:15 AM	12:00 PM	2:00 PM
Eastern Passage Education Centre (7-9)	CHD	(7-9)	9:00 AM	12:00 PM	1:00 PM	3:00 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
Eastern Shore Distict High (10-12)	ESD	(10-12)	9:00 AM	12:25 PM	1:10 PM	3:10 PM
Elizabeth Sutherland School (3-6)	JLI	(3-6)	9:10 AM	12:10 PM	1:30 PM	3:30 PM
Elizabeth Sutherland School (7-9)	JLI	(7-9)	9:10 AM	12:10 PM	1:30 PM	3:30 PM
Elizabeth Sutherland School (P-2)	JLI	(P-2)	9:10 AM	12:10 PM	1:30 PM	3:00 PM
Ellenvale Junior High (7-9)	PAH	(7-9)	8:40 AM	11:50 AM	12:55 PM	2:55 PM
Eric Graves Memorial Junior High (7-9)	PAH	(7-9)	8:35 AM	11:45 AM	12:40 PM	2:45 PM
Fairview Heights Elementary (3-6)	HWH	(3-6)	8:55 AM	11:55 AM	1:10 PM	3:10 PM
Fairview Heights Elementary (P-2)	HWH	(P-2)	8:55 AM	11:55 AM	1:10 PM	2:40 PM
Fairview Junior High (7-9)	HWH	(7-9)	9:00 AM	12:00 PM	1:10 PM	3:10 PM
Five Bridges Junior High (7-9)	SJM	(7-9)	8:10 AM	11:10 AM	12:10 PM	2:10 PM
Flexible Learning (FLECs) (10-12)	FLX	(10-12)	8:55 AM	11:35 AM	12:05 PM	4:00 PM
Gaetz Brook Junior High (7-9)	ESD	(7-9)	8:55 AM	12:10 PM	12:55 PM	2:55 PM
George Bissett Elementary (3-6)	CHD	(3-6)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
George Bissett Elementary (P-2)	CHD	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
Georges P. Vanier Junior High (7-8)	LHS	(7-9)	8:55 AM	12:05 PM	12:50 PM	2:50 PM
Gorsebrook Junior High (7-9)	CIT	(7-9)	9:00 AM	12:00 PM	1:15 PM	3:15 PM
Graham Creighton Junior High (7-9)	ABN	(7-9)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Grosvenor-Wentworth Park (3-6)	HWH	(3-6)	9:00 AM	12:00 PM	1:15 PM	3:15 PM
Grosvenor-Wentworth Park (P-2)	HWH	(P-2)	9:00 AM	12:00 PM	1:15 PM	2:45 PM
Halifax Central Junior High (7-9)	CIT	(7-9)	8:55 AM	12:00 PM	1:15 PM	3:15 PM
Halifax West High (10-12) (FRI)	HWH	(10-12)	9:10 AM	11:47 AM	12:43 PM	3:20 PM
Halifax West High (10-12) (M-TH)	HWH	(10-12)	9:10 AM	12:24 PM	1:13 PM	3:20 PM
Hammonds Plains Elementary (3-5)	CPA	(3-5)	9:05 AM	12:10 PM	1:00 PM	3:00 PM
Hammonds Plains Elementary (P-2)	CPA	(P-2)	9:05 AM	12:10 PM	1:00 PM	2:30 PM
Harbourview (3-6)	DHS	(3-6)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Harbourview (P-2)	DHS	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:15 PM
Harold T. Barrett Junior High (7-9)	LHS	(7-9)	8:00 AM	12:15 PM	12:55 PM	1:55 PM
Harrietsfield Elementary (3-6)	JLI	(3-6)	8:00 AM	11:30 AM	12:25 PM	1:55 PM
Harrietsfield Elementary (P-2)	JLI	(P-2)	8:00 AM	11:30 AM	12:25 PM	1:25 PM
Harry R. Hamilton Elementary (3)	MLH	(3)	8:15 AM	12:15 PM	1:00 PM	2:00 PM
Harry R. Hamilton Elementary (4-5)	MLH	(4-5)	8:15 AM	12:15 PM	1:00 PM	2:00 PM
Harry R. Hamilton Elementary (P-2)	MLH	(P-2)	8:15 AM	11:15 AM	12:00 PM	1:30 PM
Hawthorn Elementary (3-6)	DHS	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Hawthorn Elementary (P-2)	DHS	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Herring Cove Junior High (7-9)	JLI	(7-9)	8:35 AM	11:45 AM	12:45 PM	2:45 PM
Highland Park Junior High (7-9)	CIT	(7-9)	8:45 AM	11:55 AM	1:10 PM	3:15 PM
Hillside Park Elementary (3-5)	SVH	(3-5)	8:05 AM	11:00 AM	12:05 PM	2:10 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
Hillside Park Elementary (P-2)	SVH	(P-2)	8:05 AM	11:00 AM	12:05 PM	1:40 PM
Holland Road Elementary (3-6)	LHS	(3-6)	8:15 AM	11:15 AM	12:00 PM	2:00 PM
Holland Road Elementary (P-2)	LHS	(P-2)	8:15 AM	11:15 AM	12:00 PM	1:30 PM
Humber Park Elementary (3-6)	ABN	(3-6)	8:10 AM	11:25 AM	12:25 PM	2:10 PM
Humber Park Elementary (P-2)	ABN	(P-2)	8:10 AM	11:25 AM	12:25 PM	1:40 PM
Ian Forsyth Elementary (3-6)	PAH	(3-6)	8:45 AM	11:45 AM	12:25 PM	2:35 PM
Ian Forsyth Elementary (P-2)	PAH	(P-2)	8:45 AM	11:45 AM	12:35 PM	2:05 PM
Inglis Street Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:15 PM	3:15 PM
Inglis Street Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:15 PM	2:45 PM
J.L. Ilsley High (10-12)	JLI	(10-12)	8:55 AM	12:05 PM	1:00 PM	3:05 PM
John MacNeil Elementary (3-6)	DHS	(3-6)	8:40 AM	11:40 AM	12:45 PM	2:45 PM
John MacNeil Elementary (P-2)	DHS	(P-2)	8:40 AM	11:40 AM	12:45 PM	2:15 PM
John Martin Junior High (7-9)	DHS	(7-9)	8:45 AM	11:45 AM	12:50 PM	2:50 PM
John W. MacLeod Fleming Tower (3-6)	JLI	(3-6)	8:30 AM	11:35 AM	12:55 PM	2:55 PM
John W. MacLeod Fleming Tower (P-2)	JLI	(P-2)	8:30 AM	11:30 AM	12:55 PM	2:25 PM
Joseph Giles Elementary (3-6)	ABN	(3-6)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
Joseph Giles Elementary (P-2)	ABN	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
Joseph Howe Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Joseph Howe Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Kingswood Elementary (3-6)	CPA	(3-6)	8:45 AM	11:45 AM	12:55 PM	2:55 PM
Kingswood Elementary (P-2)	CPA	(P-2)	8:45 AM	11:45 AM	12:55 PM	2:25 PM
Lakefront Consolidated Elementary (P-6)	DMH	(P-6)	8:15 AM	11:30 AM	12:15 PM	2:00 PM
LeMarchant-St. Thomas Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
LeMarchant-St. Thomas Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Leslie Thomas Junior High (6-8)	SVH	(6-8)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Lockview High (1-2)	LHS	(9-12)	9:15 AM	11:55 AM	12:45 PM	3:25 PM
Madeline Symonds Middle School (6)	CPA	(6-6)	8:10 AM	11:20 AM	11:55 AM	1:55 PM
Madeline Symonds Middle School (7)	CPA	(7-9)	8:10 AM	11:20 AM	11:55 AM	1:55 PM
Madeline Symonds Middle School (8-9)	CPA	(7-9)	8:10 AM	11:55 AM	12:25 PM	1:55 PM
Michael Wallace Elementary (3-6)	PAH	(3-6)	9:00 AM	12:00 PM	1:10 PM	3:10 PM
Michael Wallace Elementary (P-2)	PAH	(P-2)	9:00 AM	12:00 PM	1:10 PM	2:40 PM
Millwood Elementary (3-5)	MLH	(3-5)	8:30 AM	11:30 AM	12:45 PM	2:45 PM
Millwood Elementary (P-2)	MLH	(P-2)	8:30 AM	11:30 AM	12:45 PM	2:15 PM
Millwood High (9-12)	MLH	(9-12)	9:10 AM	11:50 AM	12:45 PM	3:20 PM
Mount Edward Elementary (3-6)	PAH	(3-6)	8:55 AM	11:55 AM	12:50 PM	2:50 PM
Mount Edward Elementary (P-2)	PAH	(P-2)	8:55 AM	11:55 AM	12:50 PM	2:20 PM
Musquodoboit Rural High (7-12)	MRH	(7-12)	8:45 AM	12:00 PM	1:00 PM	3:00 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
Musquodoboit Valley Education Centre (3-6)	MRH	(P-6)	9:00 AM	12:15 PM	1:05 PM	2:50 PM
Musquodoboit Valley Education Centre (P-2)	MRH	(P-6)	9:00 AM	12:15 PM	1:05 PM	2:35 PM
Nelson Whynder Elementary (3-6)	CHD	(3-6)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
Nelson Whynder Elementary (P-2)	CHD	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
O'Connell Drive Elementary (3-6)	ESD	(3-6)	8:05 AM	11:05 AM	11:55 AM	1:55 PM
O'Connell Drive Elementary (P-2)	ESD	(P-2)	8:05 AM	11:05 AM	11:55 AM	1:25 PM
Ocean View Elementary (3-4)	CHD	(3-4)	8:45 AM	11:45 AM	12:45 PM	2:45 PM
Ocean View Elementary (P-2)	CHD	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:15 PM
Oldfield Elementary (3-6)	LHS	(3-6)	8:20 AM	11:20 AM	12:05 PM	2:05 PM
Oldfield Elementary (P-2)	LHS	(P-2)	8:20 AM	11:20 AM	12:05 PM	1:35 PM
Oxford School (3-6)	CIT	(3-6)	8:45 AM	11:55 AM	1:05 PM	3:05 PM
Oxford School (7-9)	CIT	(7-9)	8:45 AM	11:55 AM	1:05 PM	3:05 PM
Oxford School (P-2)	CIT	(P-2)	8:45 AM	11:55 AM	1:05 PM	2:35 PM
Oyster Pond Academy (3-6)	ESD	(3-9)	8:15 AM	11:15 AM	12:00 PM	2:15 PM
Oyster Pond Academy (7-9)	ESD	(3-9)	8:15 AM	11:15 AM	12:00 PM	2:15 PM
Oyster Pond Academy (P-2)	ESD	(P-2)	8:15 AM	11:15 AM	12:00 PM	1:30 PM
Park West School (3-6)	HWH	(3-6)	8:35 AM	11:35 AM	1:00 PM	3:00 PM
Park West School (7-9)	HWH	(7-9)	8:35 AM	11:35 AM	1:00 PM	3:00 PM
Park West School (P-2)	HWH	(P-2)	8:35 AM	11:35 AM	1:00 PM	2:30 PM
Porters Lake Elementary (3-6)	ESD	(3-6)	8:15 AM	11:15 AM	12:05 PM	2:05 PM
Porters Lake Elementary (P-2)	ESD	(P-2)	8:15 AM	11:15 AM	12:05 PM	1:35 PM
Portland Estates Elementary (3-6)	PAH	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Portland Estates Elementary (P-2)	PAH	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Prince Andrew High (10-12)	PAH	(10-12)	8:30 AM	11:20 AM	12:20 PM	3:10 PM
Prince Arthur Junior High (7-9)	DHS	(7-9)	8:15 AM	11:50 AM	12:55 PM	2:25 PM
Prospect Road Elementary (3-5)	HWH	(3-5)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Prospect Road Elementary (P-2)	HWH	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Ridgecliff Middle School (6-7)	SJM	(6-7)	8:00 AM	11:15 AM	12:00 PM	2:00 PM
Ridgecliff Middle School (8-9)	SJM	(8-9)	8:00 AM	12:15 PM	1:00 PM	2:00 PM
Robert Kemp Turner Elementary (3-6)	CHD	(3-6)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
Robert Kemp Turner Elementary (P-2)	CHD	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
Rockingham Elementary (3-6)	HWH	(3-6)	8:40 AM	11:40 AM	12:45 PM	2:45 PM
Rockingham Elementary (P-2)	HWH	(P-2)	8:40 AM	11:40 AM	12:45 PM	2:15 PM
Rockingstone Heights School (3-9)	JLI	(3-9)	9:00 AM	12:00 PM	1:15 PM	3:15 PM
Rockingstone Heights School (P-2)	JLI	(P-2)	9:00 AM	12:00 PM	1:15 PM	2:45 PM
Rocky Lake Junior High Junior High (7-9)	CPA	(7-9)	8:40 AM	11:40 AM	12:30 PM	2:35 PM
Ross Road School (3-6)	CHD	(3-6)	8:30 AM	11:20 AM	12:15 PM	2:25 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
Ross Road School (7-9)	CHD	(7-9)	8:30 AM	12:10 PM	12:55 PM	2:25 PM
Ross Road School (P-2)	CHD	(P-2)	8:30 AM	11:20 AM	12:15 PM	1:55 PM
Sackville Heights Elementary (3-5)	MLH	(3-5)	8:30 AM	11:30 AM	12:30 PM	2:30 PM
Sackville Heights Elementary (P-2)	MLH	(P-2)	8:30 AM	11:30 AM	12:30 PM	2:00 PM
Sackville Heights Junior High (6-8) Grp A	MLH	(6-8)	8:50 AM	11:20 AM	12:00 PM	2:40 PM
Sackville Heights Junior High (6-8) Grp B	MLH	(6-8)	8:50 AM	12:00 PM	12:40 PM	2:40 PM
Sackville High (9-12)	SVH	(9-12)	8:35 AM	11:15 AM	12:10 PM	2:45 PM
Saint Mary's Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Saint Mary's Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Sambro Elementary (3-6)	JLI	(3-6)	8:10 AM	11:40 AM	12:20 PM	1:50 PM
Sambro Elementary (P-2)	JLI	(P-2)	8:10 AM	11:40 AM	12:20 PM	1:20 PM
Seaside Elementary (4-6)	CHD	(P-6)	8:30 AM	11:30 AM	12:10 PM	2:10 PM
Shannon Park Elementary (3-6)	DHS	(3-6)	8:45 AM	11:45 AM	12:45 PM	3:00 PM
Shannon Park Elementary (P-2)	DHS	(P-2)	8:45 AM	11:45 AM	12:45 PM	2:15 PM
Shatford Memorial Elementary (3-6)	SJM	(3-6)	8:15 AM	11:30 AM	12:30 PM	2:15 PM
Shatford Memorial Elementary (P-2)	SJM	(P-2)	8:15 AM	11:30 AM	12:30 PM	1:45 PM
Sheet Harbour Consolidated (P-6)	DMH	(P-6)	9:00 AM	12:00 PM	12:50 PM	2:50 PM
Sir Charles Tupper Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:30 PM	3:30 PM
Sir Charles Tupper Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:30 PM	3:00 PM
Sir John A MacDonald High (01-12)	SJM	(10-12)	9:15 AM	11:50 AM	12:40 PM	3:15 PM
Sir Robert Borden Junior High (7-9)	CHD	(7-9)	8:00 AM	11:10 AM	12:05 PM	2:05 PM
Smokey Drive Elementary (3-5)	SVH	(3-5)	8:35 AM	11:35 AM	12:30 PM	2:30 PM
Smokey Drive Elementary (P-2)	SVH	(P-2)	8:35 AM	11:35 AM	12:30 PM	2:00 PM
South Woodside Elementary (3-6)	DHS	(3-6)	8:50 AM	11:50 AM	12:45 PM	2:45 PM
South Woodside Elementary (P-2)	DHS	(P-2)	8:50 AM	11:50 AM	12:45 PM	2:15 PM
Southdale-North Woodside (3-6)	DHS	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Southdale-North Woodside (P-2)	DHS	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
Springvale Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
Springvale Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
St. Agnes Junior High (7-9)	CIT	(7-9)	8:50 AM	11:50 AM	1:20 PM	3:20 PM
St. Catherine's Elementary (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:00 PM	3:00 PM
St. Catherine's Elementary (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:00 PM	2:30 PM
St. Joseph's A. McKay (3-6)	CIT	(3-6)	9:00 AM	12:00 PM	1:15 PM	3:15 PM
St. Joseph's A. McKay (P-2)	CIT	(P-2)	9:00 AM	12:00 PM	1:15 PM	2:45 PM
St. Margaret's Bay Elementary (3-6)	SJM	(3-6)	8:15 AM	11:30 AM	12:30 PM	2:15 PM
St. Margaret's Bay Elementary (P-2)	SJM	(P-2)	8:15 AM	11:30 AM	12:30 PM	1:45 PM
St. Stephen's Elementary (3-6)	CIT	(3-6)	8:55 AM	11:55 AM	12:55 PM	2:55 PM

School	Family	Grade Level	AM Classes Start	Lunch Start Time	PM Classes Start	Dismissal Bell
St. Stephen's Elementary (P-2)	CIT	(P-2)	8:55 AM	11:55 AM	12:55 PM	2:25 PM
Sunnyside Elementary (2-6)	CPA	(2-6)	9:00 AM	11:45 AM	12:45 PM	3:00 PM
Sunnyside Elementary (P-1)	CPA	(P-1)	9:00 AM	11:45 AM	12:45 PM	2:30 PM
Sycamore Lane Elementary (3-5)	SVH	(3-5)	8:00 AM	11:15 AM	12:15 PM	2:15 PM
Sycamore Lane Elementary (P-2)	SVH	(P-2)	8:00 AM	11:15 AM	12:15 PM	1:45 PM
Tallahassee Community (3-4)	CHD	(3-6)	8:35 AM	11:35 AM	12:30 PM	2:30 PM
Tallahassee Community (P-2)	CHD	(P-2)	8:35 AM	11:35 AM	12:30 PM	2:00 PM
Tantallon Jr Elementary	SJM	(P-2)	8:30 AM	11:25 AM	12:20 PM	1:55 PM
Tantallon Sr Elementary	SJM	(3-6)	8:30 AM	12:25 PM	1:25 PM	2:30 PM
Upper Musquodoboit Consolidated (P-6)	MRH	(P-6)	8:20 AM	11:45 AM	12:30 PM	2:05 PM
Waverley Memorial (3-6)	LHS	(3-6)	8:05 AM	11:05 AM	12:00 PM	2:00 PM
Waverley Memorial (P-2)	LHS	(P-2)	8:05 AM	11:05 AM	12:00 PM	1:30 PM
Westmount Elementary (3-6)	CIT	(3-6)	8:50 AM	11:55 AM	1:10 PM	3:15 PM
Westmount Elementary (P-2)	CIT	(P-2)	8:50 AM	11:55 AM	1:10 PM	2:45 PM
William King Elementary (3-6)	JLI	(3-6)	8:35 AM	11:55 AM	12:45 PM	2:30 PM
William King Elementary (P-2)	JLI	(P-2)	8:35 AM	11:55 AM	12:45 PM	2:00 PM

TECHNICAL SUBMISSION TERMS & CONDITIONS - SERVICE REQUIREMENTS

In addition to the completion of Schedule "A", and as part of the Technical Submission, Proponents must include information describing how the **Technical Submission Terms & Conditions – Service Requirements** will be met. A Proponent must reference the specific Article numbers used in this **Technical Submission Terms & Conditions – Service Requirements** section in its Proposal.

1. General

- 1.1 The Operator shall manage and deliver all student transportation services required by the Board.
- 1.2 Notwithstanding the above, the Board may, at its discretion, assign contracted student transportation services for individual students as deemed necessary to manage unique circumstances or special needs that cannot be satisfactorily addressed through the Operator's service.
- 1.3 The Operator acknowledges and covenants that when transporting Students to and from School and when transporting Students and other authorized persons on Co-Curricular trips and Extra-Curricular trips that the Operator must follow all National, Provincial and Board regulatory requirements, standards and procedures for Student Conveyance.
- 1.4 The Operator must ensure that all drivers who transport Students of the Board are aware of the applicable requirements of the Contract Agreement.
- 1.5 The Operator must operate in accordance with the Board's Policies, as may be amended or developed, including but not limited to:
 - 1.5.1 A.006 Tobacco Free Schools and Workplaces,
 - 1.5.2 A.008 Harassment,
 - 1.5.3 B.010 School and Bus Cancellation,
 - 1.5.4 B.014 School Trips,
 - 1.5.5 C.006 Special Education Policy,
 - 1.5.6 C.010 Race Relations, Cross Cultural Understanding and Human Rights Learning,
 - 1.5.7 C.011 Severe Medical Conditions,
 - 1.5.8 C.012 Life Threatening Allergies,
 - 1.5.9 D.007 Student Protection,
 - 1.5.10 F.005 Student Transportation

and all other applicable HRSB policies.

- 1.6 The Operator shall provide the Board with an annual progress report in such form, and containing such particulars, as may be reasonably requested by the Board.

The Operator must include within its annual progress report information that describes how it is providing services that align to the Minister of Education and Early Childhood Development Report: The 3R's Renew, Refocus, Rebuild/Nova Scotia's Action Plan for Education 2015.

2. Implementation Plan

- 2.1 The Operator must provide to the Board within thirty (30) days of award, a detailed plan of implementation of the services to be provided. The implementation plan must include but not necessarily be limited to:
 - 2.1.1 licensed vehicles being present in Halifax Regional Municipality and available for operation by August 1, 2016,
 - 2.1.2 garage facility location(s) and layout(s) including all fixed equipment,
 - 2.1.3 location of office facilities including office layout and equipment,
 - 2.1.4 hiring time lines for all staff including School Bus Drivers, mechanical staff, office staff and management,
 - 2.1.5 route schedule and driver assignments,
 - 2.1.6 HRSB staff training for routing management system, and
 - 2.1.7 driver training program schedule for the first year of the Contract Agreement.
- 2.2 The Operator must provide updates of the implementation plan every fifteen (15) days until contract start September 1, 2016.

3. Operations Supervision

- 3.1 The Operator must designate one key person in the company who must be based in Halifax, Nova Scotia as the Operator's representative (the "Operator's Representative") in charge.
- 3.2 The Operator's Representative must be the primary contact between the Board and the Operator and must be the authorized agent of the Operator with respect to all matters, including Communications, arising pursuant to the Contract Agreement.
- 3.3 The Operator's Representative must be familiar with all aspects of the Operator's Transportation Services provided to the Board.
- 3.4 Notwithstanding sub-clauses 2.1 and 2.2 hereof, the Board reserves the right at its discretion to deal with all of the Operator's key management personnel.
- 3.5 Representatives of the Operator may be required to attend meetings with the Board at the Regional office or other locations within the contract area at the Operator's expense.

4. Extra-Curricular Trips

- 4.1 The Board's Students participate in a wide range of Extra-Curricular and Co-Curricular activities which require busing. The Operator must be prepared to respond to this need, and will be remunerated at the agreed upon rate for Extra-Curricular and Co-Curricular Transportation Services (Schedule C to the Contract Agreement), on a cost per trip basis. Invoices for Extra-Curricular and Co-Curricular Transportation Services must be invoiced by the Operator directly to the applicable School Administrator.
- 4.2 The Board's Schools may obtain Extra-Curricular and Co-Curricular busing from a range of suppliers; the Board gives the Operator no guarantee of the number of Extra-Curricular and Co-Curricular trips per year.

5. Days in the School Year

- 5.1 The School Year consists of one hundred eighty-five (185) School Days for which the

Operator will be paid. In addition Bus Drivers must also be paid their regular wages by the Operator for one hundred eighty-five (185) days. The one hundred eighty-five (185) days are as determined by the Board published school calendar.

6. Closure Due to Early Dismissal

- 6.1 There will be occasions during the provision of Transportation Services where a school or schools may be required to dismiss early. Examples are due to a power failure at a School or inclement weather across the Board or sections thereof. When notified by the Board representative, or designate, of an early dismissal the Operator must have a process in place to notify the respective vehicle and Bus Drivers of the need to provide service at the designated school(s) no later than one (1) hour after notification. There must not be any additional costs charged by the Operator to the Board for this service.
- 6.2 The Board has a prescribed process for determining whether schools will remain open or close for regular program delivery during inclement weather or other significant events. It is a requirement that the Operator's Representative or designate will participate in the information collection and communication with Board staff that supports this decision process.
 - 6.2.1 This will require knowledge of current and forecasted weather conditions and road conditions throughout the service area to be communicated to the Board Director, Operations Services or designate by 5:30 am on days where a decision is required by the Board at 6:00 am whether to open or close schools.
 - 6.2.2 The Operator's Representative must participate in weather discussion conference calls (usually at 5:00 am) as they are scheduled to review current and forecast weather conditions with the weather service provider.
 - 6.2.3 The Operator's Representative will be required to make a recommendation to the Board Director Operations Services or designate as to whether road conditions throughout the service area or portions thereof, prohibit the operation of buses for safety reasons.

7. Operations during Inclement Weather

- 7.1 The Operator must at its own expense provide a team to monitor road conditions and the weather forecast for analysis of inclement weather conditions in Halifax Regional Municipality before, during and after periods of inclement weather that may have an impact on the busing within the area.
- 7.2 The Operator must perform physical road checks as required and directed by the Board at varying times throughout the day (including early mornings).
- 7.3 Reporting of actual weather and/or road conditions must include, though not necessarily be limited to, the following elements:
 - 7.3.1 Documentation of weather and road reports, including source contact names, for each inclement and potentially inclement weather School Day must be kept by the Operator and be made available for review by the Board upon request.
 - 7.3.2 The Operator must provide a summary of the reports to the Director Operations Services (or designate) to be used in consideration of transportation operations for that School Day.

8. Facility Requirements

- 8.1 The Operator must maintain a garage facility or facilities in Halifax Regional Municipality (HRM) fully equipped to provide all service, maintenance and repair needs to support the fleet of vehicles assigned to this Contract Agreement. In addition the Operator must equip its maintenance facility or facilities with an in- ground or portable vehicle lift capable of lifting school buses to a height that will permit the mechanic to work in a standing position.
- 8.2 The Operator's office facilities in HRM must have all necessary equipment to perform requirements of this Contract Agreement including (but not limited to); telephone, facsimile, photocopier equipment, E-mail accessibility, internet access, base radio and be equipped with a computerized routing information system.
- 8.3 The Operator must provide at its HRM facility a School Bus Dispatcher and a public relations person available to visit Schools to work to resolve all problems in conjunction with the Board's Operations Services or School Administration Departments.
- 8.4 The Operator must maintain staff levels at their facility or facilities, above a minimum number, in accordance with their Proposal submission.
- 8.5 The Operator must provide a service vehicle which must be assigned to the maintenance facility to be utilized by technicians to service or carry out minor repairs to school buses on the road.

9. Drivers

- 9.1 The Board requires that the Operator's school bus drivers be trained, qualified, and licensed (NS 2B class) in the safe operation of school buses. All School Bus Drivers must also be qualified in First Aid/CPR, and must be trained in the management of student behaviour. Prior to August 1, 2016 or such later date as may be designated at the discretion of the Board, and on a date to be designated by the Board for each succeeding year, the Operator must provide the Board with a list containing the following information for all regular and spare School Bus Drivers:
 - 9.1.1 Driver's name;
 - 9.1.2 Driver's telephone number;
 - 9.1.3 Driver's assigned bus route and bus storage location; and
 - 9.1.4 Driver's First Aid/CPR qualification and expiry date.

Note: This information must also be provided during the year when new School Bus Drivers are hired or when qualifications of current School Bus Drivers are updated or changed in any way (i.e., loss of license, Bus Driver restrictions, etc.)

- 9.2 The Board is directly responsible for the safety and well-being of its students. As such, all School Bus Drivers employed by the Operator, including regular and spare 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. Only drivers who have successfully completed all of the

checks will be able to provide any Student Transportation Services. The Operator must ensure compliance of all of its Bus Drivers with the requirements of this clause and confirm such compliance in writing to the Board each year of the Contract Agreement.

- 9.3 The Operator must not employ a School Bus Driver 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 Transportation Services. If at any time a School Bus Driver is found to have a criminal record, then the Operator must immediately report same to the Board and the Board will determine whether the School Bus Driver can continue to be employed to provide the Transportation Services considering:
- 9.3.1 The nature of the offence; and
 - 9.3.2 The relevance of the criminal record to the position.
- 9.4 The Operator must remove a School Bus Driver from performing any Transportation Service for the Board under this Contract Agreement when requested by the Board where there are, in the opinion of the Board, reasonable grounds to believe that the School Bus Driver has been involved in any inappropriate behaviour.
- 9.5 At the request of the Board, the Operator must, at the Operator's cost, suspend any School Bus Driver pending investigation or charges against the School Bus Driver under either the Criminal Code of Canada or the Controlled Drugs and Substances Act, or for any behaviour that the Board deems inappropriate.
- 9.6 Annually, the Operator must provide the Board with updated Driver's License Abstracts for all School Bus Drivers. The Operator must not employ a School Bus Driver who has a driver abstract which, in the opinion of the Board, renders the driver unsuitable for the conveyance of Students in a motor vehicle.
- 9.7 The School Bus Drivers for the Operator must be employees and the responsibility of the Operator. School 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 Board Policies and Administrative Procedures in respect of the transportation of its Students.

10. Driver Procedure

- 10.1 The Operator must ensure that all school buses used to supply Transportation Services to the Board are operated in accordance with the requirements of the Nova Scotia Utility & Review Board and the Regulations thereto and all other Acts covering public transportation and regulations thereto and of any existing regulations of the Board governing the transportation of Students.

- 10.2 The Operator must ensure that School Bus Drivers complete and record a “circle check” of their bus before and after shift. Any deficiencies should be reported immediately. A physical check of the bus interior must be made following the end of each School Bus Run to ensure all Students have disembarked and that the personal property of Students has been picked up.
- 10.3 The Operator must ensure that School Bus Drivers not smoke on or near school buses or Board property.
- 10.4 The Operator must ensure that no school bus leaves School premises until ten (10) minutes after the School has been dismissed for the day, unless an earlier departure time is approved by the Board’s Superintendent.
- 10.5 The Operator must at its own expense ensure that Bus Drivers follow appropriate school bus cleaning procedures including but not limited to cleaning related to influenza and/or pandemic prevention.
- 10.6 The Operator must ensure that Drivers complete a Student Incident behaviour form for each incident of student disruptive behaviour and submit to the principal of the student’s assigned school.
- 10.7 The Board may from time to time request the Operator to instruct their School Bus Driver(s) to administer emergency medication to Students as may be required. All training in the administration of emergency medication will be the parent’s responsibility and at no cost to the Board, the School Bus Driver or the Operator. It is understood that a ‘waiver’ will be signed by the parent(s), indemnifying the School Bus Driver, Operator and the Board before proceeding with any training in the administration of emergency medications. All such responsibilities will be carried out and/or dealt with in accordance with the relevant Board Policy and/or Administrative Procedures.
- 10.8 The Operator must ensure that its School Bus Drivers familiarize and test drive actual School Bus Routes prior to School opening each year at no cost to the Board. The Board must advise the Operator on a timely basis of the opening dates of the School Year.
- 10.9 The Operator must liaise with all wheelchair accessible Students prior to School opening each year at no cost to the Board. The Board will provide Student names and contact information to the Operator, on a timely basis.

11. Safety

- 11.1 The Operator must be responsible for all driver training related to Student safety seminars and training sessions as provided in the Driver Training Plan submitted by the Operator. The Operator must utilize the Driver Training Program (Initial) and must have a Driver Training Program (Recurring) in effect throughout the duration of this Contract Agreement.
- 11.2 The Operator must be responsible for all Bus Driver training related to Student safety seminars and training sessions as provided in the driver training plan submitted by the Operator. The Operator must have and provide the Board a copy of a School Bus Driver Training Program (Initial) in place by August 1, 2016 and must have and provide the Board annually a copy of a Bus Driver Training Program (Recurring) in effect throughout the duration of this Contract Agreement.
- 11.3 The Operator must have a Student School Bus Safety and Evacuation Training Program in effect throughout the duration of this Contract Agreement for Students. This training must be carried out annually at the beginning of each School Year. The training program must be pre-approved by the Board.
- 11.4 In order to ensure a safe and efficient student transportation system, it is the goal of the Board to achieve as much consistency as possible. With respect to School Bus Drivers, this means that the Board expects the same driver to be assigned to the same Runs and Routes for the duration of each School Year. Equally as important to the provision of the Transportation Services pursuant to this Contract Agreement is the Operator's guarantee of every School Bus Driver's primary focus and responsibility. For greater certainty, under no circumstances should a School Bus Driver be taken off a School Bus Run in order to meet any obligations of the Operator extraneous to, or not part of this Contract Agreement with the Board. Unnecessary and unauthorized driver changes or substitutions inevitably risks last minute confusion, school bus delays, and at times may even jeopardize student safety. As such, using regular School Bus Drivers to meet other obligations of the Operator not part of or extraneous to this Contract Agreement, during School Days, will only be permitted under extenuating circumstance, and only with the prior approval of the Board's Director Operations Services or designate.
- 11.5 The Operator and its School Bus Drivers **must** comply with the hours of work legislation required by the Nova Scotia Department of Transportation and Infrastructure Renewal, Motor Carrier Division.
- 11.6 The Operator must implement a strategy to determine the weight of Grade Primary students and compliance with regulations that require safety restraints for students that weigh less than 40 pounds (e.g. eight (8) integrated child seats for a 70 passenger bus).

12. Vehicle Requirements

12.1 The Operator must provide and maintain:

- 12.1.1 one hundred eighty-seven (187) school buses (72, 78 and 81 passenger capacity (as per attached Data Table 1 or as required to meet the current service standard)
- 12.1.2 spare buses (72-81 passenger capacity), as required to accommodate break downs and inspections without reduction or impact to the service delivery standard,
- 12.1.3 three (3) full size wheelchair accessible school buses (included in count above)
- 12.1.4 sixty (60) wheelchair accessible buses, (4 wheelchair positions and ambulatory passenger capacity),
- 12.1.5 spare wheelchair accessible bus (as required to accommodate break downs and inspections),
- 12.1.6 alternative bus sizes that will improve overall efficiency of service, with confirmation that delivery to the Operator **must** commence in June 2016 with final delivery by July 31, 2016.

12.2 The Operator must only use school buses that are operated in accordance with the rules, regulations, policies, guidelines and procedures of, and which are and properly equipped, inspected and licensed as required by the Nova Scotia Department of Transportation and Infrastructure Renewal Motor Carrier Division, and any other Acts of the Legislative Assembly together with the regulations promulgated thereunder governing public transportation.

12.3 All school buses must be equipped with safety crossing gates as per the latest D250 standard.

A sufficient number of new buses must be equipped with two rows of integrated safety seating for accommodation of transportation requirements for students weighing less than forty (40) pounds.

12.4 The Operator must ensure that all vehicles used to supply Transportation Services to the Board are operated in accordance with all Board Policies and Administrative Procedures dealing with the transportation of Students. The Operator must acknowledge and agree to the Board's right to complete a vehicle inspection at any time on any vehicle being used to transport Board Students.

12.5 The Operator must equip all school buses with two-way radios and Global Positioning System (GPS). Each school bus must be capable of communicating with a base radio from any point within the school bus's normal operating area.

- 12.6 The Operator must equip a minimum of ten (10) school buses with video surveillance equipment and must be prepared to use video surveillance on any Route or Run when requested by the Board. The Operator must equip a minimum of 4 buses with stop arm cameras (each with rear and forward facing camera) to circulate on the buses used for the transportation of HRSB students. CCTV systems must be synchronized with vehicle GPS and have a two (2) week storage retention time.
- 12.7 The Operator guarantees that the vehicles used in the discharge of its obligations under this Contract Agreement must at least conform to the specifications represented in its Proposal and in any event must not be of a date of manufacture older than twelve (12) years as of September 1 of each year, from the date of manufacture during the life of this Contract Agreement. For example, commencing September 1, 2016 the carrier must not use a school bus that has a manufacture date before 2004, and commencing August 1, 2017 the carrier must not use a school bus that has a manufacture date before 2005, and so on.
- 12.8 For the duration of the Contract Agreement, the Operator must replace at least eight per cent (8%) of its fleet annually, and the Operator's school bus fleet must not exceed a median age of eight (8) years with no vehicle older than twelve (12) years at the commencement of the School Year from the date of manufacture.
- Note:** This same vehicle age restriction **must** also apply to school buses used to transport Students including spare buses and for Extra-Curricular and Co-Curricular activities
- 12.9 All school buses must have an operational interior public address system.
- 12.10 The Operator must have the proper number of functioning school buses available each day needed to provide Transportation Service to the Students within the Contract Agreement area, as set out in **Data Table 1**. This must include a satisfactory number of spare school buses available for use as replacements for inoperable school buses and/or school buses requiring maintenance.
- 12.11 In addition to the sixty accessible buses, the Operator must provide wheelchair accessible capability in at least three (3) full size school buses, plus one (1) spare full size wheelchair accessible school bus. These units must be equipped to accommodate a minimum of four wheelchair Students, plus ambulatory Students. The Operator must be prepared to meet any future increases in special needs passenger transportation. All such transportation must be invoiced by the Operator at the same rate quoted in the Fee Submission.
- 12.12 In the event that the Operator fails to comply with these requirements, the Board may withhold payment or terminate the Contract Agreement, in addition to any other rights that may be herein expressed or be available at law.
- 12.13 Prior to August 1, 2016 and prior to August 1 of each subsequent year of the Contract

Agreement, the Operator must provide a list of school buses, including spare vehicles, to be used in providing the Transportation Services, stating the seating capacity, assigned vehicle number, license number, make, model and year of manufacture.

- 12.14 The Board reserves the right at any time through its Transportation Department to ask for, inspect and review the mechanical records or any other report or related information to be maintained on each school bus.
- 12.15 The Board reserves the right to call a Truck and Transport Mechanic at any time, by arrangement with the Operator, to complete a vehicle mechanical inspection at the Operator's facility or such other facility as designated by the Board, on any school bus being used to transport Board Students. The Board will pay the cost unless a mechanical deficiency is found. In the event that a mechanical deficiency is found, the Operator must pay the cost.
- 12.16 The Operator must ensure that each school bus displays valid Nova Scotia Safety Inspection stickers, issued by Department of Transportation Infrastructure Renewal (DTIR) Motor Carriers Inspectors.
- 12.17 The successful Operator must install all bus equipment required by this RFP #3750 and all equipment proposed in the Operator's proposal submission.
- 12.18 The Operator must utilize a Fleet Management Software Program in computerizing their Vehicle Maintenance Program and the Operator must follow a Preventive Maintenance Program to maintain all school buses providing Transportation Services in a like-new condition. A regular comprehensive rustproofing schedule must be part of the successful proponent's Preventive Maintenance Program.

13. Vehicle Breakdown

- 13.1 In the event of a vehicle breakdown or inability to continue Transportation Services, the Operator must immediately dispatch a replacement vehicle from the nearest available fleet location to the site. The Operator must inform the Director Operations Services or designate of vehicle breakdowns and inspections resulting in vehicles 'pulled' from the road during the process of service delivery.

14. Accidents

- 14.1 In the event of any accident involving the operation of a school bus the Director, Operations Services or Board Designate must be notified immediately by the Operator. If the Director, Operations Services or designate cannot be reached, a call must be placed to the Director of School Administration. Failing contact with the Directors, contact the Communications Coordinator. The Directors of Operations and School Administration will normally update the Communications Coordinator. A written report involving a school bus transporting one or more Students must be provided to the Board within twenty-four (24) hours of the accident. A complete accident report must be submitted to the Board within seventy-two (72) hours of the accident.

- 14.2 The Operator must also comply with all federal and provincial laws and all Board Policies and/or Administrative Procedures related to accident reporting, investigations, and reviews. The Board reserves the right to participate in any accident review of a school bus in which its Students are being transported.

15. Routing

- 15.1 The Operator must plan, develop and operate the Bus Routes and Runs using a computerized route planning and management software system that includes route optimization function.

The Board's current student transportation service provider operates, in conjunction with the Board, a computerized routing management software package. The program being used is known as Mapnet NT from Trapeze. The intent of the Board is to minimize, and eliminate where possible, the reliance on Board staff for management of the bus routing management software system mapping component. The Operator will be expected to provide a comprehensive computerized operations package. The Operator must be able to demonstrate improved services, if any, over the current application.

- 15.1.1 The Operator's Student Transportation Management and Route Planning System should contain the following capabilities:

- 15.1.1.1 Ability to import student data from PowerSchool Software Program for all students enrolled in the Board.
- 15.1.1.2 Proponent to confirm that all student data be retained in Canada, and that this data will not be exported outside Canada at any time.
- 15.1.1.3 Ability to export transportation data to Power School by Transportation Staff and other clients either manually or according to scheduled automatic uploads.
- 15.1.1.4 Ability to edit, and override if required, system generated run/route directions.
- 15.1.1.5 Ability to identify bus run loaded kilometers, waiting time, deadhead travel time and total kilometers operated.
- 15.1.1.6 Ability to identify and report student bus runs, timings, and routes. Routes will be shown as either AM runs or PM runs.
- 15.1.1.7 Ability to maintain and utilize multiple transportation addresses and schedules for individual student records with system capability of uploading from School Board or web based data systems with address matching, eligibility calculation and stop assignments.
- 15.1.1.8 Route scheduling system for day to day operations.
- 15.1.1.9 Ability to produce real time route schedules including passenger manifests and mapable route description in order to provide all the

information required to the school boards, schools, contracted school bus carrier if applicable and the bus drivers.

- 15.1.1.10 Ability to track vehicle location using real time GPS tracking.
 - 15.1.1.11 Ability to perform “what if” scenarios including the ability to propose consolidation of routes and redistributing students to other schools in response to the temporary or permanent closure of a school.
- 15.1.2 Graphics and Mapping
- 15.1.2.1 Aerial imagery to be supplied by the Proponent for base map – both web based and desktop based software (Please state resolution).
 - 15.1.2.2 Sidewalk networks should be included where available to determine walking distances.
 - 15.1.2.3 Ability to source, import and display a Single Line Road Network (SLRN) to form a base map layer.
 - 15.1.2.4 Ability to exchange spatial data with other GIS applications or capability to add background map for editing.
 - 15.1.2.5 Ability to import and/or display as layers, various spatial datasets or shape files depicting geographical features such as property parcels, civic address points and labels, municipal boundaries, orthoimagery, railways or water bodies.
 - 15.1.2.6 Ability to geocode student addresses and address-based stop locations.
 - 15.1.2.7 Ability for the Proponent to perform map updates and accuracy audits. Cost details beyond base support fee should be identified.
 - 15.1.2.8 Ability to print maps and supply to a web application, displays of routes, boundaries, walking routes, etc. (including standard map elements such as logos, titles, legends, scale bars, north arrows, etc.)
 - 15.1.2.9 Ability to export map layers, including routes, stops, student addresses, etc. into, but not limited to, .shp, .map, .csv, .dbf files so they are usable within Board mapping systems.
 - 15.1.2.10 Ease of printing/plotting route and boundary map elements.
- 15.1.3 Data Analysis and Reporting
- 15.1.3.1 Optimization module: The Optimization module should provide the ability to customize guidelines and limitations. (i.e. Stops per kilometer, allowable distance between stops, etc.
 - 15.1.3.2 Ability to analyze the effectiveness of existing stop/run/route structures and school hours to produce more efficient and cost effective alternatives.
 - 15.1.3.3 System to have the ability to optimize one (1) or more schools, one (1) or more routes and/or specific families of schools. Include limitations.

- 15.1.3.4 The optimization module should allow for morning and afternoon bell times to change or to remain the same.
- 15.1.4 Reporting Module
 - 15.1.4.1 Ability to find/sort/summarize and report students by grade, program, home school, attended school, distance and address including students that are eligible by type, i.e. distance, hazard, boundary, grandfathering, as well as not eligible by type, i.e. within walking distance, out of catchment, etc.
 - 15.1.4.2 Ability to develop customized reports.
 - 15.1.4.3 Ability to report details of “what if” scenario planning such as grade configuration changes or boundary changes amongst family of schools, etc.
- 15.1.5 Planning module
 - 15.1.5.1 Ability to analyze current transportation solutions for efficiencies.
 - 15.1.5.2 Ability to create statistics and performance matrix for comparison and reporting of Key Performance Indicators.
 - 15.1.5.3 Ability to create/maintain temporary attendance boundaries for “what if” scenario planning, as well as the ability to provide graphic representation.
- 15.2 Website Interface
 - 15.2.1 Internet interface for Schools and Transportation Operators.
 - 15.2.2 Enable a Parent portal to access their child’s specific transportation information in terms of determining bus stop location and related information.
 - 15.2.3 Parent portal technology and processes to ensure security from unauthorized access.
 - 15.2.4 Enable a School portal to input and utilize validated (geocoded) alternate student addresses and schedules.
 - 15.2.5 Enable schools and school board staff to access and print route details, maps and student transportation information (allow for report sorting of students based on eligibility type, route, etc.
 - 15.2.6 All interfaces shall be secure and require user authentication prior to granting access (Proponent to complete a security assessment tool outlining the measures taken to protect confidential data). As stated previously, student data must be retained in Canada and shall not be sent outside the geographic boundaries of Canada.
- 15.3 The Proponent should provide a fully integrated GPS solution for the GPS hardware and software, including any firmware upgrades/software updates required to make the system compatible with HRSB data source.
- 15.4 Implementation Plan and Staff Training
 - 15.4.1 Proponent must provide optimal staff training and timelines for use by Board staff.

- 15.4.2 Technical support must be available on a year round basis.
- 15.5 There are occasions when the Board will have the need to provide transportation home for students prior to the normal afternoon dismissal, usually mid-day throughout the school year. These are usually students with special needs that do not allow them to remain at school for the full day. The rates for this service will be included in the submitted proposal.
- 15.6 The Board retains the right at any time or times to alter any School Bus Route and scheduling during the period of this Contract Agreement including but not limited to the right to decrease/increase the number of Runs and/or Routes. **Data Table 1** indicates the level of Transportation Service currently required by the Board. These quantities do not represent a commitment on behalf of the Board for the period of time covered by this Contract Agreement.
- 15.7 School Bus Routes and Schedules, once established, must not be changed without the consent of the HRSB Director Operations Services or designate. Unauthorized amendments by the Operator or any one acting for or on behalf of the Operator of any Route or Run other than as agreed (except in emergency or safety related situations) will be deemed by the Board to be a breach of this Contract Agreement.
- 15.8 Prior to the start of each school year the Operator will be required to assign a driver to each of the routes to test drive the actual school bus routes on a bus prior to school opening day. A written report summarizing the observations and results of this process must be provided to the school board one week prior to the start of each school year.
- The Operator must ensure its School Bus Drivers review each School Bus Run in their assigned Route and provide the Board with revised Route data indicating a list of Students (including their names and grade level) for each Bus Stop and a list of Bus Stops that are no longer required. The data must be provided to the Board prior to October 30 of each School Year.
- 15.9 The Operator must prominently display the designated Route number on the front and rear of, as well as near to the boarding entrance of, each school bus.
- 15.10 Routing Scenario evaluations: The Operator will be required to provide information to school board staff during such planning processes as School Boundary Review and School Closure Review, or for emergency situations. The information will include but not be limited to existing route data and proposed scenario route data in order to identify the impact of proposed changes to stakeholders.
- 15.11 The Operator must not, without the permission of the Board, transport any Students or staff anywhere other than on those Routes and Runs approved by the Board.
- 15.12 The Operator must ensure compliance with HRSB Policy F.005 Student Transportation

routing procedures.

- 15.12.1 Bus routing must be planned to ensure students are not on the bus for longer than one (1) hour.
- 15.12.2 Students must be dropped off at their school no more than twenty (20) minutes prior to the first bell to start the school day and picked up at their school no later than 20 minutes after the dismissal bell.

16. Notification of Delays

- 16.1 The Operator must advise the Board and the media outlets of school bus delays or cancellations that will be later than twenty (20) minutes of the scheduled Route or Run operation time. School bus breakdowns result in significant inconvenience and concern for Students and their families. After a breakdown the Operator and the Board may receive numerous calls from families and/or the media requesting information about the breakdown. The Operator must respond in a timely manner to these calls for information. Accordingly, the Operator must immediately advise the Board, the affected Schools and the local media when any School Bus Route or Run will be delayed for twenty minutes or more.
- 16.2 The Operator must also initiate a reporting system to report all breakdowns to the Board. As part of its contractual obligations the Operator must have this reporting system in place by August 1, 2016.
 - 16.2.1 The Operator must provide a monthly report to the Board listing School Bus Runs that were delayed for twenty (20) minutes or more of the scheduled Route operation time. School bus delay reports must indicate the date, school bus number (Route assignment), School served, the reason for the delay and the action taken in responding to the delay.

17. Communication

- 17.1 The Board strongly believes the Operator will play a significant role in providing information to the Board, Board staff, parents, school administration, students and the transportation regulator.
- 17.2 The Operator must meet with the Board's Coordinator of Transportation (or designate), Director, Operations Services; Director, School Administration or other Board staff as requested by the Board.
- 17.3 During the School Day when the Operator's vehicles are providing Transportation Services the Operator must maintain staff at the administrative offices to respond to parent, School and Board inquiries.
- 17.4 During the school year start-up month of September the Operator must provide additional resources (staff, phone lines or other means) to augment the administration

staff assigned to answer and respond to client concern phone calls.

- 17.5 The Operator must endeavor to use a variety of means to ensure appropriate communications to inform stakeholders (such as the Board, school administration staff, parents/guardians, students and the community at large) of relevant student transportation information.

18. Administration-Audits, Records And Reports

- 18.1 The Operator must provide those reports and records that may be reasonably requested by the Board. The Operator must also provide web based “dash board” reporting with access approvals for public, Board staff and Operator staff. The Board requires the ability for HRSB staff to generate reports for monitoring and reporting service effectiveness.
- 18.2 The Operator must provide a monthly report to the Board by the end of the first full work week of each month with information pertaining to the previous month. The report shall include as a minimum a summary of the following data:
- 18.2.1 Number of regular, special needs and total buses operating
 - 18.2.2 Number of Bus monitors assigned,
 - 18.2.3 Total Students transported,
 - 18.2.4 Number of late runs (indicate reason & weekly % on time achieved),
 - 18.2.5 Number of tweets/notices sent regarding bus delays,
 - 18.2.6 Number of additional or reduced special needs students assigned,
 - 18.2.7 Number of customer inquiries (indicate % achieving 24 hour response),
 - 18.2.8 Number and description of Board approved route revisions and additions,
 - 18.2.9 Number of charter runs (billable),
 - 18.2.10 Number of bus accidents/incidents,
 - 18.2.11 Number of Bus Conduct Reports,
 - 18.2.12 Number of Motor Carrier Inspections, (number fail/pass),
 - 18.2.13 Number of early dismissal/emergency school closures (& associated cost to Board),
 - 18.2.14 Additional Service provided to the Board at no cost (show value of each service and indicate % achieved 24 hour response to request)
 - 18.2.15 The Operator must include in the monthly report a description of any complaints received, including the date and the time of the complaint, the response time, the nature of the response and the corrective action taken.
- 18.3 The Operator must provide a report to the Board once per annum within thirty (30) days after August 31 of each year of this Contract Agreement.

The Operator must include within its annual report a summary of monthly report information from the previous contract year, a statement of operating efficiencies achieved and additional service expenditures approved by the Board. The report must also include a description of how the Operator is providing services that align to the

Minister of Education and Early Childhood Development Report: The 3R's Renew, Refocus, Rebuild/Nova Scotia's Action Plan for Education 2015.

- 18.4 All accidents involving the Operator's equipment or personnel while providing Services must be reported by the Operator to the Board's Director Operations Services or designate.
- 18.5 Upon reasonable notice, the Operator must under this Contract Agreement permit any auditors or inspectors, as the Board or any regulatory authority may designate, reasonable access to the premises of the Operator for the purposes of performing audits or inspections of the business of the Board including the provision of Transportation Services under this Contract Agreement.
- 18.6 The operator must perform a route audit, through a third party, on an annual basis and provide results to the Board's Director, Operations Services, or designate, by no later than October 30 each year.
- 18.7 The Board and the Operator will form a Transportation Committee consisting of Board Administration and the Operator's Management. This committee will meet at least once annually. The committee will meet to proactively plan and review transportation opportunities and sub-committees will be formed as required to solve or develop effective solutions to specific transportation challenges. Members will be permanent but can be replaced by their delegated representatives.

Committee Members:

- Halifax Regional School Board:
 - Director, Operations Services
 - Coordinator of Student Services
 - Coordinator of School Administration
 - Student Transportation Contract Administrator
 - The Operator:
 - General Manager
 - Operations Manager
 - Route Engineer
 - Safety Manager
- 18.8 The Operator's General Manager, Operations Manager, HRSB Director, Operations Services and the HRSB Contract Administrator will attend a monthly operations meeting to review service and reports. Terms of Reference will be determined at the first meeting.

19. Student Discipline and Vandalism

- 19.1 The Operator must follow all Board Policies and Administrative Procedures including the submission of Bus Conduct Reports regarding Students on their bus who act inappropriately or commit acts that are unsafe or a danger to others while on a school bus.
- 19.2 Incidents of Student misconduct must be reported by the Operator to the principal of the School in which the Student(s) attend at the earliest reasonable opportunity and in any event no later than twenty- four (24) hours after the occurrence. Drivers may be required to attend follow up meetings in relation to the Bus Conduct Report, at the Operator's cost.
- 19.3 The ultimate responsibility and authority to suspend or expel any Student from Transportation Services hereunder rests with the Board. The Operator's drivers are responsible only for such discipline as is required to safely and properly operate the Operator's school buses. Each driver must handle all disciplinary matters in accordance with Board Policy and Administrative Procedures. All discipline problems must be reported in writing in a Bus Conduct report following completion of the Route. Further procedures and regulations for the administration of discipline will be established cooperatively between the Board and the Operator. If a Student misbehaves and creates a situation which the Operator or its employees believe requires the removal of a Student from the school bus, the Operator must contact the Board's Director Operations Services or designate.
- 19.4 Damages arising from vandalism to the Operator's equipment or facilities must be the responsibility of the Operator. However, the Board will give the Operator reasonable assistance in obtaining restitution for damaged equipment or facilities. The Operator may, but only where concurred with in writing by the Board, and if permitted by applicable law, refuse to provide a Student with Transportation Services until damage due to vandalism caused by such Student is paid in full.

20. Other Damages or Vandalism

- 20.1 Damage to Board Property by the Operator's Bus Drivers must be the responsibility of the Operator. Should the Operator fail to make restitution, then the Board will have repairs undertaken at the Operator's expense with the repair costs being deducted from the monthly invoices.

21. Operator Timelines

- 21.1 Where the Operator fails to meet the timelines and its obligations identified below, the Board will be entitled to a non-performance credit. The non-performance credit will be set at two thousand five hundred dollars (\$2500.00) for each week, or part thereof, after the end of the timeline, during which the actual timeline has not been met. The non-performance credit will be deducted by the Board from any subsequent Operator

invoice. In circumstances where a force majeure event causes a delay in any of the above requirements, the non-performance credit will not be assessed.

- 21.2 The Operator must meet all timelines as outlined in this provision and elsewhere in this document in preparing for its obligations as set out in this Contract Agreement. If the Operator becomes aware of extenuating circumstances that could impact on the timelines established in this Contract Agreement, the Operator must advise the Board immediately and an acceptable contingency plan must be developed in conjunction with the Board to ensure the Operator meets its obligations in this Contract Agreement. If an acceptable contingency plan is agreed to by the parties, then the non-performance credit will not be assessed.
- 21.2.1 Upon award, the Operator must provide the Board with update reports every fifteen (15) days regarding implementation of milestones to accommodate the Contract Service Agreement until contract start September 1, 2016.
- 21.2.2 The Operator must provide the Board with written confirmation by April 1, 2016 that a Maintenance and Administrative facility site location has been identified and that a Maintenance and Administrative facility building must be constructed on the site which will meet or exceed the floor plan in their Proposal or that an alternative existing site meets or must be renovated to meet or exceed the floor plan of their Proposal and that the facility will be operational on or before August 1, 2016.
- 21.2.3 The Operator must provide the Board with a written Human Resources plan by April 15, 2016 that indicates the date of hire for on-site Management, Administrative and Mechanical staff.
- 21.2.4 The Operator must provide the Board with written confirmation by May 31, 2016 that they have confirmation of providing one hundred eighty-seven (187) school buses (72 passenger, or greater, capacity to meet or exceed current seating and routing standard) plus spares, sixty (60) wheelchair accessible buses and three (3) full size wheelchair accessible school buses plus one (1) spare (4 wheelchair positions and ambulatory passenger capacity) have been ordered with confirmation that delivery to the Operator must commence in June 2016 with final delivery by July 31, 2016.
- 21.2.5 The Operator must hire personnel to fill all positions identified above in Articles 2.1.4 & 21.2.3 by August 1, 2016, and must provide the Board with the particulars of each hire.
- 21.2.6 The Operator must provide the Board with a written Human Resources plan by August 15, 2016 that indicates School Bus Drivers, plus the number of substitute (spare) School Bus Drivers have been hired and are qualified (trained) to commence employment on the first School Day, September 2016, to meet the requirements of this Contract Agreement. The plan must indicate the driver's name and planned School Bus Route assignment.
- 21.2.7 The Operator must provide written confirmation by August 15, 2016 that:
- 21.2.7.1 all school buses are equipped with two-way radios and GPS tracking;
- 21.2.7.2 a minimum of ten (10) full size school buses are equipped with video surveillance equipment (one camera and three boxes); and

21.2.7.3 the Operator has equipped its maintenance facility with an in-ground or portable vehicle lift capable of lifting school buses to a height that will permit the mechanic to work in a standing position.

**DO NOT RETURN ANY OF THE PREVIOUS PAGES WITH YOUR
SUBMISSION**

SCHEDULE "A" TECHNICAL SUBMISSION PROPONENT'S QUESTIONNAIRE

(To be completed and returned with Technical Submission Proposal)

The following questionnaire is a part of this RFP #3750. The information provided herein will be used for evaluating the qualifications of the Proponent to perform the work and services to be performed under the Student Transportation Contract Agreement. The questionnaire must be filled out accurately and completely and submitted with the other parts of a Proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of a Proposal and may be grounds for the termination of any Student Transportation Contract Agreement executed as a result of RFP #3750.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach additional sheets marked with the question they address.

When completed, this questionnaire and the responses contained within it or attached to it shall be considered to be a part of a Proposal and, if the Proposal is selected, shall be incorporated into and form a binding and enforced part of the Student Transportation Contract Agreement. If a Proponent expects its policies or practices to change from those it currently uses if the Proponent is awarded the Student Transportation Contract Agreement, it must make explicit the policies and practices it will follow as it provides transportation services to the Board.

1. DESCRIPTION OF PROPONENT'S ORGANIZATION

1.1. PROPONENT

Proponent Name: _____

Address: _____

Telephone: _____

Web Page: _____

Email Address: _____

1.2. TYPE OF ORGANIZATION

1.2.1 If the Proponent is a sole proprietorship, provide the following information:

Sole Proprietor's Name: _____

Address: _____

Telephone: _____

1.2.2 If the Proponent is a partnership, provide the following information:

List directors and officers and positions):

Province in which incorporated: _____

List all material Subsidiaries

Is the Proponent or the parent company of the Proponent publicly held?

Yes_____ No_____

List all shareholders that hold 20% or more of the voting shares of the Proponent.

1.2.3 If the Proponent is a partnership or a limited partnership, provide all of the information set forth in (b) above for each of the limited partners and the general partner.

1.2.4 If the Proponent is a partnership, provide all of the information set forth in (b) above for each of the partners

1.3. NATURE OF OPERATIONS

1.3.1 Is your firm currently engaged in providing home-to-school transportation services under a contract with a school board or non-public school?

Yes_____ No_____ Number of years _____

Number of school Boards served in Nova Scotia _____

Number of school Boards served outside Nova Scotia _____

1.3.2 Have you ever contracted to provide Student transportation services for any school Board or non-public school?

Yes _____ No _____

1.3.3 Are you currently, or have you ever, provided transportation services for special education students?

Yes _____ No _____ Number of years _____

1.3.4 For every Board to which your firm currently provides, or has provided within the last five years, student transportation under contract, please provide the name and location of the Board, and the name and phone number of a contact person.

1.3.4.1 Name of your firm's current or last terminal manager at the location and the manager's length of service at that location:

1.3.4.2 Types of transportation services your firm provides under the Contract (regular home-to-school, special education, desegregation, other):

1.3.4.3 Number of buses involved:

1.3.4.4 Beginning and ending dates of the current contract term:

1.3.5 If employees are covered under a collective bargaining agreement provide:

1.3.5.1 Name of labor organization:

1.3.5.2 Name and phone number of labor organization president or business manager:

2. MANAGEMENT AT THE TERMINAL

2.1 The Board strongly believes that the individuals holding the Divisional Manager, Personnel, and Safety and Training Coordinator positions, whether these positions are held by one or by several persons, are critical to the provision of consistent and high quality transportation services. While the Board understands that a Proponent may not be able to name the specific individuals it will assign to these management positions at the division, the Board requests that for each position, a Proponent list no more than three candidates who may be assigned to the division. If a Proponent is awarded the Student Transportation Contract Agreement, it may assign any of the three persons it has proposed for each position to fulfill that position under the Student Transportation Contract Agreement, unless the Board has specifically rejected one or more of the proposed candidates. If a Proponent is awarded the Student Transportation Contract Agreement, you may substitute individuals not named in its proposal with the written permission of the Board. In any case, a Proponent must submit at least two resumes of candidates or current managers employed by it in each of these positions, so as to provide the Board with an understanding of the qualities its management staff members possess.

For every individual proposed as a potential management staff member to be assigned to HRSB, please provide the following information on a separate page:

2.1.1 Name and proposed position the person may be selected to fill:

- 2.1.2 Tenure in years:
- 2.1.3 Experience in related positions within the Proponent or with other firms in years:
- 2.1.4 Current and two most recent previous positions, including the location (school board) of the position, the position's title, a description of responsibilities and authority, including number of buses and/or drivers, and the dates in which the position was held:
- 2.2 On a separate page provide a job description for each terminal management position proposed to be assigned to the performance of services under the Student Transportation Contract Agreement.
- 2.3 State the address of the corporate office from which the Student Transportation Contract Agreement will be supported. If any corporate resources are to reside outside of the Halifax Regional School Board boundary, provide a list of such resources and where the resources will be based. Describe how these resources will accessible to the Board.
- 2.4 On a separate page, provide an organization chart of the Proponent as it would relate to the service contract for the RFP. (give a clear understanding of the number of layers in your firm and the lines of accountability).
- 2.5 Please provide the name(s) of those persons within the Proponent who would have immediate authority over the General Manager proposed above, and those who may play an advisory role to management in the areas of a) Operations, b) Training and Personnel, c) Safety, d) Maintenance and e) Communications. Please provide the following information for each of these persons:
 - 2.5.1 Name:
 - 2.5.2 Location of staff member's office:
 - 2.5.3 Tenure with the Proponent in years:
 - 2.5.4 Experience in related position within the Proponent or with other firms in years, including specific experience in bus routing, communication and reporting skills:
 - 2.5.5 Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities and authority and the dates in which the position was held:
- 2.6 Explain the training that is given to divisional managers.

- 2.7 Provide the number of hours of training for each type of training and list components covered:
- 2.8 Does the Proponent have a manager trainee program? If so, how many trainees are presently in the program? Describe the manager trainee program.
- 2.9 Describe the type of training provided to local office staff.

3. COMMUNICATIONS

The Board strongly believes the Operator must play a significant role in providing information to the Board, Board staff, parents, school administration, students and the transportation regulator.

- 3.1 Listed below are five (5) significant events that can occur during normal operations that could result in the need for urgent communications to be carried out.

Event Description:

- 3.1.1 A bus on morning pick up (run 1 of 3) is stopped on a rural road due to an accident ahead. The time of delay is unknown but anticipated to be at least 30 minutes or until the road is cleared.
- 3.1.2 A bus is dropping off grade P-6 students at a stop at the end of the second day of the school year. There is no parent there to meet one of the grade primary students.
- 3.1.3 A bus driver is assaulted by a student.
- 3.1.4 A bus with students on board is stopped by a transportation enforcement officer, is cited for non-compliance and ordered to be towed to the depot for repair.
- 3.1.5 A bus with students on board is involved in a vehicle pedestrian accident resulting in a fatality.

- 3.2 For each event description above provide the following:

- 3.2.1 The type of information needed and timeline to be conveyed.
- 3.2.2 Identify the spokesperson from the Operator concerning the event.
- 3.2.3 Identify who you believe is the appropriate recipient of the information.
- 3.2.4 Identify the communications medium used to convey the information.
- 3.2.5 Describe the follow up reporting required as a result of the event.

- 3.3 Describe the communications training provided by the Proponent for the administration team and drivers.
- 3.4 Describe how technology is used by your firm to assist with communication.
- 3.5 Provide samples of internal and public reports currently used for communication with clients and other stakeholders.

4. DRIVER PERSONNEL

State the number of regular bus drivers the Proponent now have employed in Nova Scotia:

School _____ Other _____

In other Provinces:

School _____ Other _____

4.1 How/where does your firm recruit drivers?

4.2 Describe the methods your firm uses to screen and select drivers from among the applicants.

4.2.1 What information do you use and how do you gather it?

4.2.2 What criteria or standards do you use and for what reasons might you reject an applicant?

4.3 Describe how you check driver applicant references.

4.4 Do you use any objective qualification and driver testing procedures? If so, briefly describe the procedures or provide samples of your testing material.

4.5 What percentage of driver applicants complete your training programs?
_____ %

4.6 What percentage of your driver applicants are hired directly as certified school bus drivers? _____ %

4.7 Are the official driving records, criminal record and child abuse registry checks evaluated for all applicant drivers during the selection process?

Yes _____ No _____

4.8 What is the current rate of annual turnover among drivers your firm employs?

4.9 Describe your current or proposed training program for driver applicants who have no experience driving school buses. Describe the program components and content of your training program. If available, provide the outline or course of study.

4.9.1 Length of the program:

- 4.9.2 Number of hours in classroom:
- 4.9.3 Number of hours behind-the-wheel:
- 4.9.4 Describe the components of the program and the number of hours devoted to each component.
- 4.9.5 Do you evaluate applicants immediately before they are tested for certification?
Yes _____ No _____ If yes, submit a copy of your evaluation guide form.
- 4.9.6 Provide the qualifications of your driver trainers.
- 4.9.7 Describe the student management and Non-Violent Crisis Intervention training your drivers receive.
- 4.9.8 Describe your In-Service driver training and re-training program. If available, provide the outline or course of study.
- 4.9.8.1 How many training sessions are offered each school year at your typical terminal? _____.
- 4.9.8.2 Are any independent reviews of training quality conducted on your training programs?
Yes _____ No _____
- 4.9.8.3 If so, please describe the reviews:
- 4.9.8.4 How do you identify those drivers for whom retraining will be required?
- 4.9.10 If you currently have a driver training program, does the program include a section on transportation service for Students with special needs? (If available, please provide the outline or course of study.)
Yes _____ No _____
- 4.9.11 Describe the knowledge and/or expertise of your staff regarding transportation, support and communication with students that have special needs. Be specific as to the number of staff and level of training and qualifications of each employee being referenced.
- 4.9.12 Describe your current or proposed driver motivation and discipline programs. How do the programs take into account: safety, absences, tardiness, on-time

route performance, unrestricted license, tenure on the job and complaints (those which can be verified and are deemed serious)?

4.9.12.1 Do your motivation and discipline programs offer progressive rewards and penalties?

Yes _____ No _____

4.9.12.2 Can drivers participate in defining and developing standards, rewards and penalties?

Yes _____ No _____

4.9.12.3 What monetary rewards and penalties are offered?

4.9.12.4 What *non*-monetary rewards and penalties are offered?

4.9.13 Describe the wage and benefit plan you would expect to implement at the terminal from which the services under the Student Transportation Contract Agreement will be provided.

4.9.14 Driver Handbook/Reference Guide. Provide a copy of the handbook or reference guide your drivers will be using.

4.10 Provide a copy of the Proponent's most recent Provincial National Safety Code Audit. Include a copy of the Facility Audit findings, summary of violations (if any), comments/action plan and covering letter from the auditor.

4.11 Provide a copy of a recent Carrier Profile Abstract from Service Nova Scotia and Municipal Relations Vehicle Compliance Division or applicable Provincial Regulations and Acts.

5. **BUS MONITORS**

5.1 Describe your Bus Monitor training program, screening and hiring process. The hiring process must include a mandatory Criminal Records and Child Abuse Registry check. The Board reserves the right to approve the assignment and use of bus monitors.

6. SAFETY PROGRAM AND ACTIVITIES

- 6.1 Describe the operation, contents and requirements of your safety program. Include the number of safety training hours per year required per employee.
- 6.2 How often are safety meetings held? Please explain some of the topics covered.
- 6.3 Describe any established safety organization activities in which your organization or its key personnel participate.
- 6.4 Describe your firm's approach to prevention of workplace injuries.
- 6.5 What have been the school bus accident rates for school buses operated by the Proponent in each of the three most recent academic years? Provide a description of how you define school bus accidents.
- 6.6 Who in your organization is responsible for your safety and training program and where is their work location?
- 6.7 Do you have a crisis manager on staff? If so, what are his/her qualifications and how is he/she utilized in your company?
- 6.8 If an accident occurs, how long will it take for seasoned executives to be on scene?

7. PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR

- 7.1 Do you have a formal, scheduled preventive maintenance program for vehicle fleets which your firm manages?

Yes _____ No _____

- 7.2 Please provide samples of any checklists you use for each type of preventive maintenance program and please describe below your methods of ensuring that each vehicle actually receives preventive maintenance within the scheduled interval.
- 7.3 Describe and provide samples of daily regular written reports from your drivers on the condition of their vehicles (including your daily bus checkout report form) and note their frequency.

How long has this process been in place at your firm?

- 7.4 Describe any other methods used to identify defects in buses.

- 7.5 Describe how your firm ensures that serious safety-related or potentially vehicle-damaging defects are identified and that the vehicle is immediately removed from service until such defects are corrected.

Describe how you ensure that identified defects are corrected in a logical order and within a reasonable time.

- 7.6 Do you maintain and evaluate records of road failures?

Yes _____ No _____

- 7.7 If so, how many road failures, per month, per hundred buses, did the buses your firm maintained experience, on average, during the past year? _____

- 7.8 Describe how you propose to handle road failures in order to ensure timely and safe delivery of students within the context of the Student Transportation Contract Agreement.

- 7.9 Describe how you propose to handle cold starting problems in order to ensure timely and safe delivery of students.

- 7.10 Provide the number of spare/substitute buses you plan to operate to accommodate road failures and extra-curricular activities. Explain on a separate sheet.

- 7.11 For what percentage of time were the buses that you maintained out of service for part or all of each day for inspection, maintenance, repair, or other reasons during the past year? _____%

- 7.12 Describe the qualifications and experience requirements for your mechanical personnel. Include mechanic, body repair and other fleet maintenance personnel.

- 7.13 Provide the ratio of buses in the fleet per mechanic: _____/mechanic

8. INSURANCE DATA

- 8.1 If requested, will you authorize your insurance carriers to furnish, in writing, your accident loss ratio and workers' compensation loss ratio for the past three years?

Yes _____ No _____

9. FINANCIAL AND CREDIT DATA

- 9.1 Please submit credit references, including at least five trade or industry suppliers with whom you regularly deal.

9.2. Include a copy of your most recent audited financial statements.

10. IMPLEMENTATION PLAN

10.1 Provide a plan and schedule for implementing the Student Transportation Contract Agreement should your firm be selected as the Successful Proponent. Your schedule and plan must address:

- 10.1.1 Inspection of vehicles, facility and equipment;
- 10.1.2 Acquisition of required vehicles (either from current proponent or another source, including a list of the make, model and year of vehicles to be used in providing service);
- 10.1.3 Occupation of terminal facility;
- 10.1.4 Recruitment/relocation, if necessary, of management and supervisory personnel;
- 10.1.5 Selection, any necessary training, and employment of drivers;
- 10.1.6 Employee orientation;
- 10.1.7 Community notification;
- 10.1.8 Route scheduling - computerized management.

11. OTHER RELEVANT INFORMATION

11.1 Describe how the Proponent is providing services that align to the Minister of Education and Early Childhood Development Report: The 3R's Renew, Refocus, Rebuild/Nova Scotia's Action Plan for Education 2015.

11.2 Do you survey your customers, parents and/or employees? If so, please describe your survey process and what your company does with the final results. You must provide two (2) examples of how the resulting qualitative data has helped implement new programs, changes in how your company does business, etc. A sample survey must be submitted with your proposal.

11.3 How does/will your company handle unemployment compensation during Christmas, spring break and summer time for drivers and other staff that are not used during these periods?

11.4 Does your company provide any additional free services, for example, a number of extra-curricular trips to schools at no charge? If so, please explain.

12. ADDED VALUE

12.1 The Board is seeking innovative solutions to enhance service to the students, parents and the Board while minimizing or reducing the financial impact to the Board. Provide a description of any value added services or elements not already described or considered in this Proposal.

- 12.2 Provide a description of enhanced technology services available to students on your buses for use of hand held devices.
- 12.3 Provide a description of how your firm will accommodate specialized routing for alternative program delivery such as express bussing or transfers for access to centralized skilled trades, alternative high school or other programs.
- 12.4 Provide a description of how your firm will ensure equity across the Board. For example how will your firm minimize cost of extracurricular bussing for schools that are further from the core area of HRM and requesting trips to events in the core area?
- 12.5 **Do not include any reference to Fees or cost reductions in the Technical Submission.** Include Fees and estimated or confirmed cost reductions for Value Added services where indicated in Bid Sheet Table 2 of Fee Submission only.

I, the undersigned, hereby certify that I am a representative of the below named Proponent and am duly authorized to execute contracts on behalf of the Proponent. I further hereby certify that all of the information presented in answer to the questions contained in this Proposal/ Questionnaire is complete and accurate to the best of my knowledge. I understand that if the HALIFAX REGIONAL SCHOOL BOARD awards the Student Transportation Contract Agreement Contract for transportation services to the Proponent that the information and commitments made within this questionnaire will become an effective part of the Student Transportation Contract Agreement between the Board and the Proponent.

Name of Proponent

(Signature of Authorized Agent)

(Printed Name of Authorized Agent)

Title

Date

SCHEDULE "B" FEE SUBMISSION FORMS-
BID SHEETS, FEES AND EXPENSES

(To be completed and returned with Fee Submission Proposal)

PROPONENT NAME _____

1. FEE SUBMISSION GENERAL REQUIREMENTS

- 1.1 The Fee Submission must include all costs. No additional fees will be considered outside of your Fee Submission.
- 1.2 HST is not to be included in your Fee Submission.
- 1.3 Proponents must only use Fee Submission forms contained in this RFP.
- 1.4 Failure to submit on the required Fee Submission Forms or any attempt to alter the Fee Submission structure outlined will result in the rejection of the Proposal.
- 1.5 There will be no adjustment in pricing (other than that detailed on the Fee Submission Form) and all prices must remain firm for the duration of the fixed term of the Student Transportation Contract Agreement and with any exercised option to renew.
- 1.6 Each Proponent is required to complete the following tabulation forms to provide the Board with the proposed annual cost. Each cost category of service provided should be clearly annotated, allowing the Board to easily determine the specific level of service being proposed. If the Proponent is quoting services or other items not specifically included in this specification, the expected billing calculation for each item should be clearly detailed on the tabulation form.
- 1.7 If there are increases in Fees after year one, they must be indicated as a percentage above the Consumer Price Index (CPI). The CPI will be determined by March 31 each year prior to the next fiscal year, through agreement between HRSB and the Operator.

2. ALTERNATE PROPOSALS

- 2.1 For an alternate proposal to be considered, it must meet or exceed the level of service the Board currently receives at a competitive price. ***The Board encourages innovative alternate proposals;*** however, the Board will utilize the tabulation form based on current service levels to determine the low proposal for contract award purposes. ***A separate bid tabulation form must be prepared for each alternate proposal.***
- 2.2 If the Proponent fails to provide an alternate proposal that meets or exceeds the current level of service, the Alternate proposal shall be considered non-responsive and will not be considered for award.

3. UNION CONSIDERATION

Currently the Board's transportation service is being provided within a Union environment. Each Proponent must be familiar with the existing Union agreement and prepare service costs based on labour costs that would follow this agreement taking into effect inflationary costs beyond the life of the Student Transportation Contract Agreement. These costs must be used as a minimum when completing the tabulation form.

4. IMPACT ANALYSIS

If a Proponent wishes to submit a level of service differing from that which the Board currently operates, the Board shall require a detailed *Impact Analysis* of the proposed transportation system. This *Impact Analysis* should, at minimum, fully address the effects of the proposed changes on the Board's student ridership and administration with regard to, but not limited to assumed bell schedule changes, average ride time impacts, wait times at schools, maximum ride time impacts, available seating capacity, and the ability of the proposed system to handle future growth while minimizing increased costs to the Board.

5. ADDITIONAL ROUTE HOURS

The cost per bus per year is based on 1294 live route hours of service each day. The board requires a buffer of **5000 hours' worth of additional route hours** within the proposed annual rate.

6. INCREASED SERVICE LEVELS

Should the Board choose to increase the level of service in the future, provide the cost of additional buses, for example, 10, 20 or 30 buses per month.

REGULAR AND SPECIAL NEEDS TRANSPORTATION

Submit the total annual cost to operate all buses and provide complete student transportation support services as per your proposal, for each of the five (5) years of the Student Transportation Contract Agreement, in Bid Sheet Table 1 below.

The annual price per bus is based on a maximum of 185 school bus days per year and shall include fuel costs based on the Utility and Review Board's published price for diesel fuel (zone 1), as listed two (2) weeks before the scheduled opening of the Proposal.

Note that the first year of the Student Transportation Contract Agreement is Sept. 1, 2016 – June 30, 2017 and the fifth year will end June 30, 2021 with two five (5) years options for renewal.

Bid Sheet Table 1-Contract price per year

Year	Annual Price/bus times # of Buses	ANNUAL TOTAL
Sept 1/16 – Jun 30/17	Large Bus \$ X	\$
	Small Bus \$ X	
Sept 1/17 – Jun 30/18 Increase: CPI + _____% (Increase applied per article 1.7 above)	Large Bus \$ X	\$ TBD
	Small Bus \$ X	
Sept 1/18 – Jun 30/19 Increase: CPI + _____% (Increase applied per article 1.7 above)	Large Bus \$ X	\$ TBD
	Small Bus \$ X	
Sept 1/19 – Jun 30/20 Increase: CPI + _____% (Increase applied per article 1.7 above)	Large Bus \$ X	\$ TBD
	Small Bus \$ X	
Sept 1/20 - Jun 30/21 Increase: CPI + _____% (Increase applied per article 1.7 above)	Large Bus \$ X	\$ TBD
	Small Bus \$ X	

SPECIFIED SERVICE PRICING AND FEES

Bid Sheet Table 2- Specified Service pricing and fees

DESCRIPTION	Sept 1/16 To Jun 30/17	Sept 1/17 To June 30/18 Increase: CPI+____% (See article 1.7 above)	Sept 1/18 To June 30/19 Increase: CPI+____% (See article 1.7 above)	Sept 1/19 To June 30/20 Increase: CPI+____% (See article 1.7 above)	Sept 1/20 To June 30/21 Increase: CPI+____% (See article 1.7 above)
Bus Monitor (\$/hour)		TBD	TBD	TBD	TBD
Half Day Run \$/run (see definitions)		TBD	TBD	TBD	TBD
Noon Run \$/run (see definitions)		TBD	TBD	TBD	TBD
10 additional buses \$/bus (Schedule A)		TBD	TBD	TBD	TBD
20 additional buses \$/bus (Schedule A)		TBD	TBD	TBD	TBD
30 additional buses \$/bus (Schedule A)		TBD	TBD	TBD	TBD
Cost Savings for days of cancelled bus service (\$/bus)		TBD	TBD	TBD	TBD
Added Value service cost/savings		TBD	TBD	TBD	TBD

NOTES:

1. The Fees Submitted must include all costs. No additional fees will be considered outside of your Fee Submission. Prices remain firm for the duration of the contract.
2. HST is not to be included in your Fee Submission.
3. Proponents must only use the Fee Submission Forms contained in this RFP #3750(Appendix A). Proponents must also restrict their Fee Submissions to the specific options detailed in this RFP #3750(Appendix A).

FEES FOR EXTRA-CURRICULAR TRANSPORTATION SUPPORT

Provide a breakdown of the fees to be charged for extra-curricular transportation and support based on a fiscal year April 1–March 31, note that the first year of the contract is based on Sept. 1–March 31.

Bid Sheet Table 3-Extra Curricular transportation costs

DESCRIPTION	Sept 1/16 To Mar 31/17	Sept 1/17 To June 30/18 Increase: CPI+___% (See article 1.7 above)	Sept 1/18 To June 30/19 Increase: CPI+___% (See article 1.7 above)	Sept 1/19 To June 30/20 Increase: CPI+___% (See article 1.7 above)	Sept 1/20 To June 30/21 Increase: CPI+___% (See article 1.7 above)
Minimum Charge Flat Rate (up to 65 kms return)		TBD	TBD	TBD	TBD
Charge in excess of 65 kms return (per kilometer)		TBD	TBD	TBD	TBD
Charge deadhead kilometers (per kilometer)		TBD	TBD	TBD	TBD
Waiting time (per hour)		TBD	TBD	TBD	TBD
Driver Meals (per day)		TBD	TBD	TBD	TBD
Driver accommodation (per night)		TBD	TBD	TBD	TBD
Other		TBD	TBD	TBD	TBD

NOTES:

1. The Fees Submitted must include all costs. No additional fees will be considered outside of your Fee Submission. Prices remain firm for the duration of the contract.
2. HST is not to be included in your Fee Submission.
3. Proponents must only use the Fee Submission Forms contained in this RFP #3750(Appendix A). Proponents must also restrict their Fee Submissions to the specific options detailed in this RFP #3750(Appendix A).

PROPONENT'S DECLARATION

By submitting a proposal the Proponent declares that it acknowledges and agrees that:

1. this Proposal was made without collusion or fraud;
2. the Proponent is familiar with local conditions;
3. all RFP Documents and attachments were carefully examined;
4. all the above were taken into consideration in preparation of the Proposal;
5. the Proponent shall enter into the Student Transportation Contract Agreement to supply management and delivery of Student Transportation Services as described and specified herein for the prices as per Schedule "B";
6. this Proposal is valid and open for acceptance for 90 days from the Closing Time;
7. failure to enter into the Student Transportation Contract Agreement and give specified documents within time required will constitute grounds for forfeiture of the Proposal Bond;
8. that if Proposal Security is forfeited, the Board will retain the difference in money between the amount of the RFP #3750 and the amount for which the Board legally contracts with another party to perform the work and will refund the balance, if any, to Proponent;
9. the Proponent is in good standing with all Municipal, Provincial and Federal Tax Agencies and that failure to complete this certification and maintain this status will be cause for rejection of this RFP #3750 and/or cancellation of any contractual undertaking with the Board;
10. the Proponent agrees with and accepts all of the terms set out in this RFP #3750 and in the form of the Student Transportation Contract Agreement.

Company Name

Signature of Signing Officer

Name and Title (Printed)

Date

STUDENT TRANSPORTATION SERVICES

EVALUATION FORM

Company Name _____

Technical Submission Evaluation: **10%**

- Corporate Profile (10)
- Management Capability (15)
- Communications/Client Service (10)
- Drivers/Staff (10)
- Safety/Training (15)
- Maintenance Program (15)
- Fleet Vehicles (15)
- Implementation Plan (7.5)
- Added Value (2.5) _____ %

Site and Reference Evaluation: **10%**

- Personnel (10)
- Quality of Operations (15)
- Overall Appearance of Facility (10)
- Fleet Quality (20)
- Customer References (15)
- Recordkeeping (20)
- Professionalism (10) _____ %

Management Interviews: **10%**

- Qualifications & Experience (20)
- Management Concepts (20)
- Job Knowledge (20)
- Transition Plan (20)
- Responsiveness During Interview (20) _____ %

Fee Submission (Schedule "B"): **70%**

- Overall _____ %

TOTAL _____ %

STUDENT TRANSPORTATION SERVICES

ADDENDUM ACKNOWLEDGEMENT FORM

Proponent's Name _____

The Proponent hereby acknowledges receipt of the following addenda:

<u>ADDENDUM NO</u>	<u>DATED</u>	<u>NUMBER OF PAGES</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Name

Signature of Signing Officer

Name and Title (Printed)

Date

PROPONENT'S CHECKLIST

The following documents must be enclosed with your proposal:

- Proposal Bond in the amount of 5% of the annual contract price (before HST)
- Completed Appendix "A" Technical Submission (**Do not include any reference to Fees in Technical Submission**)
- Completed Appendix "B" Fee Submission
- Signed Proponent's Declaration
- Completed "Addendum Acknowledgement Form"
- Letter of Surety confirming that if successful, the proponent, upon request, will provide a Performance Bond for the total annual amount of the annual contract (before HST)
- Certificate of Insurance (*only after award*)
- Implementation Schedule
- Three Reference Letters
- Letter of Good Standing from Workers' Compensation Board
- Proposed changes to the Proposed Contract Agreement for providing Student Transportation. (If proposed changes are submitted the Board will assume that the Proponent is committed to providing service exactly as described within the proposed Contract Agreement as modified.)
- Copy of your "Driver Training Evaluation Form"
- Copy of your "Customer, Parent, or Employee Survey Form"
- Copy of your "Driver Handbook/Reference Guide"
- Copy of the Company's most recent Provincial National Safety Code Audit including a copy of the Facility Audit findings, summary of violations (if any), comments/action plan and covering letter from the auditor.
- Copy of a recent Carrier Profile Abstract from Service Nova Scotia and Municipal Relations Vehicle Compliance Division or applicable Provincial Regulations and Acts.
- A list of the make, model, and year of every vehicle to be used in providing service
- Company's HST Number _____
- Transmittal Letter re Non-Disclosure

The Board requires five (5) copies of your Technical Submissions and five (5) copies of your Fee Submissions (each 5 copy set in separate envelopes) as described in section 5 "Submitting Proposals", for the Board's Evaluation Team.

**STUDENT TRANSPORTATION
CONTRACT AGREEMENT**

B E T W E E N:

HALIFAX REGIONAL SCHOOL BOARD

OF THE FIRST PART

A N D

<OPERATOR'S FIRM NAME>

OF THE SECOND PART

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THIS AGREEMENT made this ____ day of _____, 2015

BETWEEN:

HALIFAX REGIONAL SCHOOL BOARD, having a principal office
at 33 Spectacle Lake Drive, Dartmouth, Nova Scotia
B3B 1X7 (the "**Board**")

OF THE FIRST PART

AND -

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

OF THE SECOND PART

WHEREAS:

- A. The Board issued RFP #3750 – Student Transportation RFP on or about June [●], 2015, as supplemented and amended ("**RFP 3750**"), to solicit proposals for the provision of student transportation services to the Board described therein (the "**Services**").
- B. The Operator submitted a proposal in response to RFP 3750 on or about [●], 2015, (the "**Operator's Proposal**"), to solicit proposals for the provision of the Services to the Board.
- C. The Operator was selected as the Successful Proponent (as that term is defined under RFP 3750).
- D. The Board desires to contract with the Operator to provide the Services on the terms set forth in the Operator's Proposal and herein.
- E. The Operator has agreed to provide the Services on the terms and conditions set forth in the Operator's Proposal and herein.

NOW THEREFORE in consideration of the mutual covenants contained herein the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, the following words and phrases will, unless there is something in the context inconsistent therewith, have the following meanings:

Account Manager has the meaning ascribed in Section 6.5.1.1.

Bid Base Price has the meaning ascribed in Section 8.4.2.

Bus Fleet means all buses used by the Operator in the provision of the Services.

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

Bus Monitors An employee of the Operator that is assigned to most buses used to transport Students with special needs.

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

Board means the Halifax Regional School Board and, where applicable, any person acting under the authority of the Board.

Board Default has the meaning ascribed in Section 14.4

Board Default Notice has the meaning ascribed in Section 14.4.

Business Day means a day on which the Board 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 Trips A school bus trip taken during the school day organized by the school on behalf of the Board.

Commencement Date has the meaning ascribed in Section 3.1.

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:

1. information which is within the public domain through no fault of the Receiving Party;
2. 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
3. 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.

Contract Administration has the meaning ascribed in Section 7.1.1.

Contract Security the instrument executed and delivered by the Operator upon entering into this Agreement that protects the Board from loss due to the Operator's non-performance of its obligations under this Agreement.

Contract Year has the meaning ascribed in Section 8.1.

Courtesy Students Students that do not meet the requirements within the HRSB Student Transportation Policy for mandatory transportation to and from school but who are accommodated due to availability of space on the bus or other Board staff considerations without altering the prescribed mandatory bus route.

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 Article 6.2 and for greater certainty shall not include a Force Majeure Event.

Data means all information in any medium concerning schools, Students and routes attained by the Operator in the course of providing the Services, including the data acquired and generated from the Technology Services outlined in RFP #3750.

Expiration Date has the meaning ascribed in Section 3.1.

Extra-Curricular Transportation means the transportation by the Operator of any and all Students or other authorized persons as may be requested by the Board for field trips, excursions, athletic activities or any other purpose designated by the Board as more particularly described RFP #3750 and Article 4.

Extreme Accommodation means a situation where Students require transportation that is outside of the normal day to day operations of the transportation system.

First Extension Term has the meaning ascribed in Section 3.2.

Flat Rate The fixed rate per school bus per school day driven and includes the bus and driver and all related costs regardless of distance travelled within the service area.

FOIPOP has the meaning ascribed in Section 11.2.

Force Majeure Event has the meaning ascribed in Section 12.1.

Half Day Bus The Board has on occasion required the use of buses for only the a.m. or p.m. portion of runs (referred to as a half day bus). These shall only be used in exceptional circumstances and upon prior approval by the Board. Rates for this type of service are included in the proponent's submitted proposal.

Home to School Service refers to the school bus service provided to meet the requirements of the HRSB 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.

Implementation Plan has the meaning ascribed in Section 6.3.

Late Morning/Afternoon Bus means when a bus is more than 10 minutes late arriving at the first scheduled pickup and/or more than 10 minutes late arriving at the school to pick up Students for reasons that are within the reasonable control of the Operator, for example but not limited to, a 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 bus is more than 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 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.

Noon Hour Runs There are occasions when the Board will have the need to provide transportation home for Students prior to the normal afternoon dismissal, usually mid-day throughout the school year. These are usually Students with special needs that do not allow them to remain at school for the full day.

NSPTAC The Nova Scotia Pupil Transportation Advisory Council is a committee of Student transportation representatives from the eight (8) NS school boards, Contracted Service Providers, Department of Education and Early Childhood Development and Department of Transportation and Infrastructure Renewal. The successful proponent will designate a representative to sit on this committee as an HRSB partner at monthly meetings.

Operator means [●]. [NTD: Insert full legal name of Successful Proponent].

Operator Default has the meaning ascribed in Section 14.2.

Operator Default Notice has the meaning ascribed in Section 14.2.

Operator Labour Dispute has the meaning ascribed in Section 12.1.

Operator's Proposal has the meaning ascribed in Recital B.

PIIDPA has the meaning ascribed in Section 11.3.

Regular and Special Needs Transportation means the transportation by the Operator of any and all Students who are designated by the Board to be transported between school and a point reasonably close to the Students' homes as more particularly described in RFP #3750 and Article 4. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by the Operator to the Board and approved by the Board.

Reporting Period has the meaning ascribed in Section 6.3.

Route means the aggregate number of Runs made by each operating bus per day.

Run means a group of assigned bus stops to an individual bus in order to transport Students either to or from the school they are attending.

Second Extension Term has the meaning ascribed in Section 3.3.

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

Services means those services to be provided by the Operator hereunder as more particularly described in RFP # 3750 and Article 4 of this Agreement.

Stand-By Fee has the meaning ascribed in Section 12.3.

Student means a student enrolled in a school within the Halifax Regional School Board.

Termination Assistance has the meaning ascribed in Section 14.1.

Trip and Wait Time means the length of time from the Student pick-up time to the time of first morning school bell and the time of afternoon school dismissal to the time of Student drop-off.

1.2 Recitals

The recitals to this Agreement form part hereof and this Agreement is to be construed accordingly.

1.3 **Headings**

Article and Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

1.4 **References**

Unless otherwise expressly stated, reference herein to a Schedule or an Article, Section, subsection, clause, sub-clause or other subdivision is a reference to such Schedule to this Agreement or to such Article, Section, subsection, clause, subclause or other subdivision within this Agreement.

1.5 **Parties**

References in this Agreement to the "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one (1) of the parties to this Agreement.

1.6 **Number and Gender**

Whenever the context so requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include other genders.

1.7 **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.

1.8 **Monetary References**

Whenever an amount of money is referred to herein, such amount shall, unless otherwise expressly stated, be deemed to be Canadian dollars and exclusive of applicable taxes.

1.9 **No Waiver**

(a) Only Matter Specified is Affected

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 the waiver and shall not extend to any other matter, provision or breach.

(b) Failure to Give Notice

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.

(c) No Waiver

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.

ARTICLE 2

CONTRACT AGREEMENT DOCUMENTS

2.1 **Documents Incorporated into Agreement**

The following schedules attached to this Agreement form a binding part of this Agreement and are to be construed accordingly:

- Schedule "A" - RFP #3750/Addenda;
- Schedule "B" - Operator's Proposal; and
- Schedule "C" - Award letter outlining any agreed contract changes.

ARTICLE 3

TERM

3.1 **Commencement Date and Expiration Date**

Unless earlier terminated in accordance with Article 14 of this Agreement, the term of this Agreement shall commence on July 1, 2016 (the "**Commencement Date**") and shall continue until June 30, 2021 (the "**Expiration Date**").

3.2 **First Extension Term**

The Board shall have the option but not the obligation to extend the term of this Agreement for a further five (5) year term at the Boards' discretion commencing on the fifth (5th) anniversary of the Commencement Date and ending on the tenth (10th) anniversary of the Commencement Date, such five (5) year period to be known as the "**First Extension Term**", by the Board delivering written notice in writing of its intention to exercise this option not later than fourteen (14) months prior to the Expiration Date provided that:

- 3.2.1 following the delivery of the notice pursuant to this Section 3.2, the Board and the Operator shall meet as frequently as is required to negotiate in good faith the terms and conditions to apply during the First Extension Term, including but not limited to any amendments required to be made to the terms of this Agreement and to

conclude their discussions in respect of such terms and conditions not later than thirteen (13) months prior to the Expiration Date or such later date as the parties may mutually agree;

3.2.2 if the Board and the Operator reach agreement on the terms and conditions that are to apply during the First Extension Term, and the amendments, if any to be made to this Agreement, such terms and conditions shall be confirmed in an amending agreement in writing; and

3.2.3 if the Board and the Operator do not reach agreement on the terms and conditions that are to apply during the First Extension Term, this Agreement shall expire on the Expiration Date unless earlier terminated in accordance with Article 14.

3.3 **Second Extension Term**

If this Agreement is extended for the First Extension Term, the Board shall have the option but not the obligation to extend the term of this Agreement for a further five (5) year term at the Boards' discretion commencing on the tenth (10th) anniversary of the Commencement Date and ending on the fifteenth (15th) anniversary of the Commencement Date, such five (5) year period to be known as the "**Second Extension Term**", by the Board delivering written notice in writing of its intention to exercise this option not later than fourteen (14) months prior to the expiration of the First Extension Term provided that:

3.3.1 following the delivery of the notice pursuant to this Section 3.3, the Board and the Operator shall meet as frequently as is required to negotiate in good faith the terms and conditions to apply during the Second Extension Term, including but not limited to any amendments required to be made to the terms of this Agreement, as amended, and to conclude their discussions in respect of such terms and conditions not later than thirteen (13) months prior to the expiration of the Second Extension Date, or such later date as the parties may mutually agree;

3.3.2 if the Board and the Operator reach agreement on the terms and conditions that are to apply during the Second Extension Term, and the amendments, if any to be made to this Agreement, such terms and conditions shall be confirmed in an amending agreement in writing; and

3.3.3 if the Board and the Operator do not reach agreement on the terms and conditions that are to apply during the Second Extension Term, this Agreement shall expire on the expiration of the First Extension Term unless earlier terminated in accordance with Article 14.

3.4 Should the contract be extended for the first five (5) year term, the same process will be followed to determine the feasibility of a second five (5) year contract extension.

3.5 The initial Contract Agreement will be appended by the contract extension letter(s), outlining any agreed changes to the contract.

ARTICLE 4

SERVICES

4.1 Services

The Operator shall provide the Services as set out below and more particularly described in RFP #3750, "Technical Submission Terms & Conditions - Service Requirements" and as agreed by the Operator and the Board:

4.1.1 Regular and Special Needs Transportation

- 4.1.1.1 supply and maintain such number of school buses and personnel as are required to fulfill the Board's needs for Regular and Special Needs Transportation; and
- 4.1.1.2 the Board reserves the right to approve the assignment and use of bus monitors.

4.1.2 Extra Curricular Transportation

- 4.1.2.1 supply and maintain such number of school buses and personnel as are reasonably required to fulfill the Board's needs for Extra Curricular Transportation.

4.1.3 Route Schedules

- 4.1.3.1 plan all routes, stops and schedules. The Operator shall furnish the Board with complete routes prior to the 15th day of June in each contract year, provided that all necessary data has been provided to the Operator no later than April 15th. The Operator shall work with the Board's transportation Contract Administrator in planning the routes and otherwise performing this Agreement. If all such data has not been provided by the Board by April 15, the parties will consult with regard to the date when the information will be available and with regard to a revised date for the completion of the routing plan and schedules; and
- 4.1.3.2 the Board reserves the right to review and approve the routes, stops and schedules to be followed and to make changes from time to time in accordance with Articles 5 and 6.

4.1.4 Equipment and Maintenance

- 4.1.4.1 perform regular preventative maintenance in accordance with manufacturer specifications and the Service Levels set out in RFP #3750 and as agreed by the Operator and the Board.

- 4.1.4.2 clean and maintain interior and exterior of all buses; and
- 4.1.4.3 perform all reasonable alterations to transport special needs Students.

4.1.5 **Technology Services**

- 4.1.5.1 supply, operate and maintain route management software system;
- 4.1.5.2 supply, operate and maintain Auto Vehicle Locator (AVL) or equivalent GPS software and systems;
- 4.1.5.3 supply, operate and maintain Interactive Voice Response System (IVR); and
- 4.1.5.4 supply and pay the annual maintenance fees for the Route management module software and systems.
- 4.1.5.5 the technology described above shall be operational according to the specifications and timelines prescribed in RFP #3750 and as agreed by the Operator and the Board. If these systems and processes are not operational in respect of any route within the timelines as described in RFP #3750 and as agreed by the Operator and the Board, it is agreed that the fees payable per bus operating on that route as outlined in the Fee Schedule as agreed by the Operator and the Board, calculated on a daily basis, shall be reduced by two percent (2%) per day for the number of days beyond the timelines specified in RFP #3750 and as agreed by the Operator and the Board, and that the systems and processes remain unimplemented in respect of that route and remain payable at that reduced rate until such systems and processes are implemented as described in the Fee Schedule as agreed by the Operator and the Board.
- 4.1.5.6 the Operator shall be responsible for associated licensing fees related to the technology outlined in this Article 4.

ARTICLE 5

CHANGE IN SCOPE OF SERVICES

- 5.1 At any time during this Agreement, the Board may request a change to the Services, as outlined in Article 4 above, by way of written request to the Operator.
- 5.2 Within ten (10) Business Days of receipt of the change request, the Operator shall:
 - 5.2.1 provided there is no increased cost to the Operator, implement the change requested in a timely manner; or
 - 5.2.2 in the event the change requested falls outside the scope of the Services, as set out in Article 4, or would result in an additional cost to the Operator, provide a written

response to the Board outlining the change process, anticipated implementation date and any associated costs attributable to the change request, at which point the Board may either agree to incur such additional costs or withdraw the change request.

ARTICLE 6

SERVICE LEVELS

6.1 Service Levels

- 6.1.1 The Operator shall provide the Services in accordance with the service levels as set out in RFP #3750 and as agreed by the Operator and the Board (the "**Service Levels**").
- 6.1.2 Either the Board or the Operator may, at any time upon notice to the other party, initiate negotiations to review and adjust any Service Level which such party in good faith believes is inappropriate. No Service Level shall be amended without approval of both parties; and
- 6.1.3 Notwithstanding the provisions of Article 4.1.2.1, the Board and the Operator recognize that the Operator will occasionally not be able to provide extracurricular transportation, therefore, the parties agree that the Operator may decline a particular charter booking or notify the school having booked a charter that it is unable to provide Extra Curricular Transportation due to interference with the provision of Regular and Special Needs Transportation, provided that the Operator shall give the school not less than seven (7) days' notice that it is unable to provide such service.

6.2 Critical Disruption

In the event of a Critical Disruption the Operator shall notify the Board 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 within any six (6) month period, the Board shall be entitled to terminate this Agreement pursuant to Article 15 - Termination.

6.3 Improvement Plan

The Operator shall report at least monthly on the actual performance achieved against the Service Levels. When actual performance does not meet one or more of the Service Levels, the Board may request from the Operator an improvement plan (the "**Improvement Plan**") and within twenty (20) Business Days of a request the Operator shall develop an Improvement Plan for approval by the Board. Once approved by the Board, the Operator shall implement the Improvement Plan. The Operator shall report on this Improvement Plan fifteen (15) and thirty (30) days following implementation ("**Reporting Period**"). In the event actual performance remains below the Service Levels after implementing the Improvement Plan, for reasons which are within the reasonable control of the Operator, the Board may elect to exercise its right to non-performance credits under Article 6.4.

6.4 Non-Performance Credits

In the event the Board requests the Operator to implement an Improvement Plan and the Operator fails to bring actual performance in line with the Service Levels by the end of the Reporting Period, the Board shall be entitled to a non-performance credit, in an amount that represents a genuine pre-estimate of its damages for such non-performance, and not as a penalty. The non-performance credit shall be five thousand dollars (\$5,000) for each week, or part thereof, after the end of the Reporting Period, during which actual performance does not materially meet all Service Levels for reasons which are within the reasonable control of the Operator. Separate non-performance credits are outlined in RFP #3750 and as agreed by the Operator and the Board related to the technology services. The non-performance credit is intended as a genuine pre-estimate of damages and not as a penalty and is in addition to any rights of termination under Article 15 hereof.

The Operator's Responsibilities

6.4.1 In addition to the provision of Services, the Operator shall:

- 6.4.1.1 appoint personnel who shall be authorized to act as a primary point of contact ("**Account Manager**") with the Board and who shall be responsible for the efficient operation of the Transportation Services. All requests for consents or approvals required from the Operator shall be made through its Account Manager;
- 6.4.1.2 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;
- 6.4.1.3 identify the impact of amendments to applicable laws and regulations on its ability to deliver the Services and shall notify the Board of any such impact and shall work with the Board to identify the impact of the amendments on how the Board receives the Services. The Operator shall promptly make any resulting modifications to the Services as necessary upon amendments to applicable laws and regulations;
- 6.4.1.4 be responsible for any fines or penalties imposed on either the Board or the Operator arising from the non-compliance by the Operator, or its agents, with laws respecting the delivery of Services;
- 6.4.1.5 abide by, and ensure employees and agents abide by, all of the written Board policies that are delivered by the Board through its Account Manager to the Operator's Account Manager;
- 6.4.1.6 maintain and enforce maintenance, safety and security procedures that are at least:

- (i) equal to industry standards; and
 - (ii) in compliance with all applicable laws;
- 6.4.1.7 take reasonable steps to inform the Board of any breaches in maintenance, security or safety or potential security exposures of which it becomes aware;
- 6.4.1.8 employ a sufficient number of drivers and support personnel to provide the Services;
- 6.4.1.9 take all reasonable steps to prevent its employees from exposing any Student to improper conduct;
- 6.4.1.10 provide qualified drivers, trained and licensed in accordance with the laws of the Province of Nova Scotia and the policies and procedures of the Board. The Operator agrees that each driver skill set shall include, but shall not be limited to:
 - 6.4.1.10.1. possessing a valid license or permit issued by the Province of Nova Scotia authorizing such person to operate a school bus;
 - 6.4.1.10.2. being certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions that, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and at least every five years or upon the request of the Board, acting reasonably;
 - 6.4.1.10.3. successful completion of a course of training, including instruction in school bus safety, Student discipline, defensive driving, first aid, use of fire extinguisher, traffic laws, applicable Board policies and regulations and behind-the-wheel school bus driving instruction; and
 - 6.4.1.10.4. possessing a satisfactory driving record and criminal history record, after review of such records prior to employment of new employees and thereafter upon the request of the Board, acting reasonably;
- 6.4.2 ensure each driver:
 - 6.4.2.1 supervises the loading and unloading of each bus at each pickup and delivery point in accordance with industry standards;
 - 6.4.2.2 is knowledgeable of all rules and regulations affecting the operation of school buses and standards of conduct;

- 6.4.2.3 complies with all federal, provincial and local traffic laws while providing Services; and
- 6.4.2.4 carries appropriate identification while providing Services;
- 6.4.3 ensure each Bus Monitor:
 - 6.4.3.1 monitors the health and safety of the Students;
 - 6.4.3.2 supervises and assists the Students getting on and off the bus and during bus trips to ensure the security of the Students in their seats or wheelchairs;
- 6.4.4 obtain all criminal history record information and child abuse registry information with respect to all persons the Operator proposes to employ as bus drivers or bus monitors and agrees that no individual with criminal charges or a criminal record (where such charges or criminal record could reasonably be construed so as to affect the safety, health or welfare of any Students) or a child abuse record will provide Services under this Agreement;
- 6.4.5 implement and maintain a comprehensive driver and Student transportation safety program. Offer Student education to all schools annually, including emergency evacuation drills and co-ordinate and deliver the Student transportation safety program for all new Students of the Board;
- 6.4.6 provide industry standard driver education and evaluation programs to all drivers providing Services;
- 6.4.7 ensure all buses used in the provision of the Regular and Special Needs Services as of September 1, 2016 are year 2006 models and newer and are approved school buses, in compliance with applicable statutory and/or administrative codes, except that spares may be older than 2010, and shall meet or exceed the standards established by the laws and regulations of the Nova Scotia Utility and Review Board ;
- 6.4.8 complete route analysis to reduce the current required buses by analyzing all routes and taking into consideration: Courtesy Students, bell times, Student loads, bus sizes, bus monitors and the alternative matching of tiered routes, and shall use the strategy of applying various size (seating capacity) passenger buses to maximize route efficiency;
- 6.4.9 maintain all buses used in the provision of Services as outlined in RFP #3750 and as agreed by the Operator and the Board in accordance with law and industry standards;

- 6.4.10 ensure all buses used in the provision of Services as outlined in RFP #3750 and as agreed by the Operator and the Board are of sufficient capacity to permit every Student transported to be seated; and
- 6.4.11 repair and maintain all buses used in the provision of Services as outlined in RFP #3750 and as agreed by the Operator and the Board in accordance with manufacturer specifications and industry standards.

ARTICLE 7

BOARD RESPONSIBILITIES

7.1 Board Obligations

The Board shall:

- 7.1.1 appoint personnel ("**Contract Administrator**") who shall be authorized to act as a primary point of contact with the Operator. All requests for consents or approvals required from the Board shall be made through its Contract Administrator; and
- 7.1.2 in the event of impassability of roads, school cancellation or early or delayed dismissal, notify the Operator not later than 5:30 a.m. on the day of cancellation, or early or delayed dismissal with respect to Regular and Special Needs Transportation and not later than two (2) hours before cancellation, or early or delayed dismissal with respect to Extra-Curricular Transportation. No
- 7.1.3 fees will be payable in the event of cancellation of Extra-Curricular Transportation in accordance with this Article.

7.2 Student Discipline and Vandalism

The ultimate responsibility and authority to suspend or expel any Student from transportation services hereunder shall rest with the Board. The Operator's drivers are responsible only for such discipline as is required to safely and properly operate the Operator's buses. Each driver shall handle all disciplinary matters in strict accordance with Board policy. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between the Board and the Operator. If a Student misbehaves and creates a situation which the Operator or its employees believe requires the removal of a Student from the vehicle, the Operator or its employees shall contact the Board's Contract Administrator.

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

ARTICLE 8
FEES, EXPENSES, AND PAYMENT

8.1 Contract Year

During the term of this Agreement, the contract year is based on the school year (September 1- June 30) (the “**Contract Year**”).

8.2 Regular and Special Needs Transportation

8.2.1 For Regular and Special Needs Transportation, the Board shall pay the Operator a flat rate fee per bus as set out in the Fee schedule as agreed by the Operator and the Board. Notwithstanding the assumptions set out in the Fee schedule as agreed by the Operator and the Board, If the Board requires fewer than 205 buses, either party may give notice that it wishes to renegotiate the rates or the minimum fee. Upon receipt of the notice the parties shall negotiate in good faith to reach agreement on new rates and the minimum fee. If the parties cannot reach agreement within thirty days of the notice the Operator may either;

8.2.1.1 agree to continue this Agreement based on the then applicable rates set out in in the Fee schedule as agreed by the Operator and the Board times the number of actual buses the Board requires, or

8.2.1.2 terminate this Agreement on twelve months' written notice, during which period of notice the Board will pay the then applicable minimum fee based on 185 school bus days times 205 buses.

8.3 Extra-Curricular Transportation

8.3.1 Unless otherwise agreed, the Operator shall submit an invoice to each school that has received Extra-Curricular Transportation in accordance with the charges set out in the Fee schedule as agreed by the Operator and the Board for Extra-Curricular Transportation.

8.4 Fuel Escalator

8.4.1 (a) This Section 8.4 is intended to mitigate the cost effects of fuel price uncertainty to the Operator and the Board. This Section 8.4 is not intended to compensate the Operator for what would be considered normal day-to-day fluctuations or seasonal changes in fuel prices.

(b) This Section 8.4 is not intended to serve as a guarantee for full compensation for fuel price fluctuations but is intended to provide for a sharing by the Board in a portion of the Operator’s risk which could arise from unusual and extreme fluctuations in fuel prices that are clearly of a magnitude substantially greater than normal fluctuations. The adjustment contemplated in this Section

8.4 will only be triggered when the increase from the Bid Base Price for fuel as defined herein exceeds twenty five percent (25%).

- 8.4.2 The bid base price for fuel for the purposes of this Agreement will be based on the UARB Zone 1 price for ULS Diesel per litre for June 5, 2016 (the "**Bid Base Price**").
- 8.4.3 If the price of fuel increases by more than twenty five percent (25%) per litre from the Bid Base Price of fuel, the cost increase must be indicated on the year-end billing and will be credited to the Operator (based on the percentage amount exceeding the twenty-five percent (25%) increase) in accordance with Section 8.4.4 below.
- 8.4.4 The annual fuel cost escalator amount will be determined each July for the previous September 01 to June 30. The Board will use the difference between the Bid Base Price and published diesel fuel prices on the first Business Day of each month averaged over a ten (10) month period to determine any Bid Base Price adjustment for the term of this Agreement, to be payable in July of each year. Fuel cost adjustments will only be engaged when the Bid Base Price has changed by at least an average of twenty five (25) percent over the ten (10) month period.
- 8.4.5 The fuel consumption rate will be set at 3 km/litre for the term of this Agreement. Kilometres driven each day will be determined by the Board (based on kilometres taken from the route schedules) effective September 1 for that school year. These figures and one hundred eighty-five (185) School Days, will be used to calculate the fuel cost adjustment at the end of each Contract Year (month of June).

For illustrative example purposes only:

If the Base Bid Price is \$0.70 per litre and there are one hundred eighty-five (185) school days in the school year, and the average diesel fuel price for the ten (10) month period (September 1 to June 30, taken on the first business day of each month) was \$0.91 this represents an increase of thirty percent (30%). Therefore, that ten (10) month period will qualify for an increase of five percent (5%) (the % value above the twenty five percent (25%)) fuel escalator.

Based on 10,000km/day and 3km/litre, 3,333 litres of fuel will be used each school day. The Bid Base Price of \$0.70 and the increased average ten (10) month price to \$0.91 is a \$0.21 difference, five (5) percent of \$0.21 is \$0.0105 (1.05 cents).

$3,333 \text{ litres} \times 0.0105 \text{ fuel cost difference} = \$35.00/\text{day fuel adjustment} \times 185 \text{ School Days} = \$6,475 \text{ owed to the Operator for that year's fuel}$

8.5 Fuel De-escalator

8.5.1 The annual fuel cost de-escalator amount will be determined each July for the previous September 01 to June 30, if applicable. The Board will use the difference between the Bid Base Price and published diesel fuel prices on the first Business Day of each month averaged over a ten (10) month period to determine any Bid Base Price adjustment for the term of this Agreement, to be payable in July of each year. Fuel cost adjustments will only be engaged when the Bid Base Price has changed by at least an average of twenty-five percent (25%) over the ten (10) month period.

8.5.2 If the price of fuel decreases by more than twenty-five percent (25%) per litre from the Bid Base Price of fuel, the cost decrease must be indicated on the year-end billing and will be credited to the Board (based on the % amount exceeding the twenty-five percent (25%_ decrease) in July.

8.6 Regulatory Fee Increases

If any regulatory agency or government having jurisdiction in Nova Scotia changes any of its regulatory requirements for the operation of school buses and such change demonstrably increases the operating costs of the Operator in respect to the provision of the Services, the Operator may notify the Board 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 Board shall have a period of sixty (60) days to review the report. Provided there is a demonstrable increase (more than twenty-five percent (25%)) in the Operator's operating costs, the Board shall increase the Fees and Expenses by the amount of the actual increase above the 25% increase in operating costs effective as of the date the Operator incurred the increase in the operating costs.

8.7 Payment

The Board agrees to pay to the Operator the flat rate fee for Regular and Special Needs Transportation monthly as follows: the Operator shall invoice the Board and submit its invoice on the 1st day of each month for Services to be performed that month which invoice shall be payable on the 15th day of the same month. In the event the invoice remains unpaid for more than 30 days, the Board shall pay interest at 1% per month compounded.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Operator's Representations and Warranties

The Operator represents and warrants that:

- 9.1.1 it shall abide by all policies of the Board in place from time to time as notified to the Operator;
- 9.1.2 all Services shall be provided in a workmanlike manner with professional diligence and skill;
- 9.1.3 it is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of <name of province here>;
- 9.1.4 it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- 9.1.5 it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business in the character transacted by it;
- 9.1.6 the execution, delivery and performance of this Agreement have been duly authorized; and
- 9.1.7 despite any absence of wording in this agreement, the Operator will fulfill all of the terms and conditions as provided to the Board in its submission to RFP #3750 for Management and Delivery of Student Transportation Services except to the extent that such terms and conditions have been modified by agreement between the parties and are incorporated in this Agreement.

9.2 Board Representations and Warranties

The Board represents and warrants that:

- 9.2.1 it is a public body formed under *Education Act* validly existing and in good standing under the laws of the Province of Nova Scotia;
- 9.2.2 it has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; and
- 9.2.3 the execution, delivery and performance of this Agreement have been duly authorized.

ARTICLE 10
AUDITS, RECORDS AND REPORTS

10.1 Reporting

The Operator shall provide those reports and records that may be reasonably requested by the Board and necessary for proper payment for or evaluation of the Operator's performance hereunder. All such records shall be retained for a period of at least 3 years following the termination of this Agreement and shall be open to inspection by the Board or its representative during regular business hours in the Operator's office. At a minimum the Operator shall provide a report to the Board between April 1 and June 30 of every Contract Year.

10.2 Accidents

All accidents required to be reported by applicable law involving the Operator's equipment or personnel while providing Services shall be reported to the Board.

10.3 Inspectors

Upon reasonable notice, the Operator shall provide any such auditors and inspectors as the Board or any regulatory authority may designate reasonable access to the premises of the Operator for the purposes of performing audits or inspections of the business of the Board including the Operator's provision of the Services and achievement of the Service Levels.

10.4 Route Audits

The Operator will perform a route audit at least once annually to be completed by an external auditor to the Operators. The results will be provided to the Board within one week of completion.

10.5 Ownership of Data

Title to, ownership of and all rights in and to the Data shall at all times remain with the Board. The Operator shall acquire no right or interest in all or any part of the Data except to use a copy of the same strictly in accordance with the terms and conditions of this Agreement.

ARTICLE 11
CONFIDENTIALITY

11.1 Confidentiality

Confidentiality: the Operator must keep private, treat as being confidential, and not make public or divulge during, as well as after, the Term of this Contract Agreement, any information or material to which the Operator or an of its employees becomes privy to as a result of the performance of this Contract Agreement or any part thereof, without having obtained in writing the prior consent of the Board.

11.2 FOIPOP

As a public body, the Board 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 Board 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:

<http://www.gov.ns.ca/just/IAP/default.asp> and <http://www.foipop.ns.ca/>.

11.3 PIIDPA

11.3.1 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:

http://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm and
<http://www.gov.ns.ca/just/IAP/PIIDPAquest.asp#p01>.

11.3.2 The Operator acknowledges and confirms that it is a "service provider" as defined in the 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 Board entering into the Contract 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.

11.3.3 The Operator further covenants, warrants and represents to the Board 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 Board 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.

- 11.3.4 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 Board is protected at all times from unauthorized access or disclosure and must confirm in writing to the Board, 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 Board from time to time to protect the personal information that the Operator collects on behalf of the Board. The Board 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.
- 11.3.5 All personal information that the Operator obtains or becomes aware of while providing Transportation Services to the Board is exclusively the property of the Board 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 Board under the Contract Agreement.
- 11.3.6 The Operator must ensure the confidentiality of any Student information, including as a minimum, but not necessarily limited to, such information as age, sex, address, phone number, siblings and parents of the Student.

ARTICLE 12

FORCE MAJEURE

- 12.1 Any delay by a party in the performance of its obligations pursuant to this Agreement shall not be deemed a default under this agreement to the extent such delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in Canada, unlawful acts of a third party, vandalism or sabotage, strikes by Board employees, lockouts by the Board, or labour difficulties between the Board and its employees, or any other cause beyond the reasonable control of such party, except lack of finances (each, a "**Force Majeure Event**") but not including strikes, lockouts, or labour difficulties caused by the Operator personnel, agents or subcontractors (collectively "**Operator Labour Dispute**"); provided, however, if such a delay, other than an Operator Labour Dispute, which shall be governed by Article 14.3 and 14.4 hereof, could have been prevented by the taking of reasonable precautions by the non-performing party at no additional cost to that party or could reasonably have been circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means, none of which would have an adverse economic impact on the non-performing party, then such a delay shall not constitute a Force Majeure Event for the purposes of this Agreement.

- 12.2 The party delayed by a Force Majeure Event shall immediately notify the other party by telephone (to be confirmed in writing within two days of the inception of such delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. In the event a Force Majeure Event continues for a period of thirty (30) days the party adversely affected shall be entitled to terminate this Agreement pursuant to the provisions of Article 15, as the case may be.
- 12.3 In the event the Board notifies the Operator of the occurrence of a Force Majeure Event which temporarily prevents the Operator from providing transportation services, the Board shall be required to pay the Operator a daily stand by fee ("**Stand-By Fee**") for each day that transportation services would have normally been provided under this contract. The Stand by Fee shall be 90% of the flat rate fee per bus calculated using the Fee schedule as agreed by the Operator and the Board divided by 185. The parties acknowledge that if a Stand-By Fee is paid, the total annual fee payable in accordance with the Fee Schedule as agreed by the Operator and the Board shall be decreased by the amount corresponding to the number of days in respect of which the Stand By Fee is paid. The Parties agree that the Stand By Fee is intended as a genuine pre-estimate of damages and not as a penalty and is in addition to any rights of termination under Article 16 hereof.
- 12.4 If any Operator Labour Dispute prevents, hinders, or delays performance of the Services and the Board determines the Operator Labour Dispute is a Critical Disruption and such Critical Disruption continues for more than two (2) consecutive school days, the Board may procure such services from an alternate source during the continuance of an Operator Labour Dispute. The Operator will keep the Board fully informed of all aspects of its labour relations that may result in a strike or lock-out and during the course of a strike or lock-out.
- 12.5 Notwithstanding any other provisions contained herein, the failure of the Operator to provide transportation services in the event of an Operator Labour Dispute for a period of up to ten (10) school days shall not be considered a default under this Agreement. Without limiting the generality of the foregoing, where the Board has determined that an Operator Labour Dispute has led to a Critical Disruption and the Board procures services from an alternative source during the continuance of an Operator Labour Dispute, the Board agrees that for a period of up to five (5) school days the Board shall not be entitled to recoup any costs and expenses incurred by the Board to procure such services.

ARTICLE 13
DISPUTE RESOLUTION

- 13.1 Disputes, controversies, or claims arising out of or relating to this Agreement shall be referred to the Operator's Account Manager and the Board Contract Administrator prior to escalation to senior management. If the Board Contract Administrator and the Operator's 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.
- 13.2 The Operator's Account Manager shall meet at least once every thirty (30) days during the term of this Agreement with the Board 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's Account Manager and the Board Contract Administrator shall consider disputes in the order such disputes are raised. In the event The Operator's Account Manager and the Board Contract Administrator are unable to resolve a dispute, the Operator's Account Manager and the Board Contract Administrator shall notify their respective senior managements. No dispute under this Agreement shall be the subject of arbitration or other formal proceedings between the Board and the Operator before being considered by the Operator's Account Manager and the Board Contract Administrator and senior management, except for an application to seek injunctive relief to stay the breach of this Agreement.
- 13.3 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 *Commercial Arbitration Act* (Nova Scotia). The arbitration shall be heard by a single arbitrator, if the parties agree upon one, otherwise by three arbitrators, one to be appointed by each of the parties and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two of the three arbitrators is binding upon the parties and their respective heirs, executors, administrators and assigns. The hearing shall be held in Halifax, 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 costs of the arbitration shall be paid by the party designated by the arbitrator or arbitrators.
- 13.4 In the event of a dispute between the Board and the Operator pursuant to which the Board in good faith believes it is entitled to withhold payment and during the pendency of the dispute resolution process described in this Agreement, the Operator shall, subject to the escrow of disputed amounts pursuant to the Agreement, continue to provide the Services and the Board shall continue to pay any undisputed amounts to the Operator. The Board shall, upon request by the Operator, deposit any disputed amount in an interest-bearing escrow account. Upon resolution of the dispute, the parties shall allocate the money in the escrow account, plus any interest earned on such money, according to the resolution of such dispute.

ARTICLE 14
TERMINATION

- 14.1 Either party may terminate this Agreement at any time upon written notice pursuant to Article 15 with 12 months' notice.
- 14.2 In the event the Operator is in material breach or non-observance of any of the provisions of this Agreement, or shall neglect or fail or refuse to carry out any material duties assigned to it hereunder (each a "**Operator Default**" hereunder), the Board may give written notice ("**Operator Default Notice**") to the Operator. If the Operator has commenced to remedy such Operator Default in an expeditious manner, and the Operator Default is remedied to the reasonable satisfaction of the Board within fifteen (15) Business Days of delivery of the Operator Default Notice, or if a greater period of time is required to remedy such Operator Default and the Board in its discretion agrees to such extension, provided the Operator is diligently and continuously proceeding to remedy the Operator Default, and such Operator Default is cured within a reasonable time thereafter, then the Operator Default specified in the Operator Default Notice shall be deemed to be remedied and such Operator Default Notice will be of no further force or effect.
- 14.3 Notwithstanding any other provisions herein the Board may, in its discretion, issue an Operator Default Notice to terminate this Agreement by notice in writing if any of the following events shall occur:
- 14.3.1 If the Operator shall commit any act of bankruptcy, shall have a receiving order made against it, shall make or negotiate for any composition or arrangement with or assignment for the benefit of its creditors, or present a petition or have a petition presented by creditors for its winding-up or shall enter into any liquidation (other than for the purposes of a business reorganization or amalgamation), shall call any meeting of its creditors, shall have a receiver of all or any of its undertaking or assets appointed, shall be deemed by virtue of the relevant statutory provisions under the applicable law to be unable to pay its debts, or shall cease to carry on business, the Board may terminate this Agreement upon five (5) days written notice;
- 14.3.2 In the event of three (3) Critical Disruptions within any six (6) month period, the Board may terminate this Agreement upon thirty (30) days' written notice provided the notice has been issued within fourteen (14) Business Days of the third Critical Disruption.
- 14.3.3 In the event the Operator fails to implement an Improvement Plan which has been accepted by the Board within three (3) months of the expiration of the Reporting Period, the Board may terminate this agreement upon fifteen (15) days written notice; and

- 14.3.4 In the event of an Operator Labour Dispute which prevents the delivery of the Services at the required Service Levels for a period of 10 (ten) school days or in the case of sporadic labour difficulties or rotating strikes which occur regularly in such a manner so as to disrupt the Service or Service Levels, the Board may terminate this Agreement on ten (10) days' written notice, which notice may be provided at the outset of the disruption or at any time during the disruption.
- 14.3.5 In the event the Operator fails to obtain/maintain and provide the Board with the annual Performance Bond as required by August 1st for each year of the agreement, the Board may terminate this Agreement on ten (10) days' written notice.
- 14.4 In the event the Board is in material breach or non-observance of any of the provisions of this Agreement, or shall neglect or fail or refuse to carry out the duties assigned to it hereunder (each a "**Board Default**" hereunder), the Operator may give a written notice (a "**Board Default Notice**") to the Board. If the Board has commenced to remedy such Board Default in an expeditious manner, and the Board Default is remedied to the reasonable satisfaction of the Operator within fifteen (15) Business Days of delivery of the Board Default Notice, or if a greater period of time is required to remedy such Board Default and the Operator in its discretion agrees to such extension, provided the Board is diligently and continuously proceeding to remedy the Board Default, and such Board Default is cured within a reasonable time thereafter then the Board Default specified in the Board Default Notice shall be deemed to be remedied and such Board Default Notice will be of no further force or effect.
- 14.5 If there is an Operator Default or a Board Default under this Agreement, and the party in breach fails to remedy the Operator Default or the Board Default, as the case may be, within the timeframes set forth in this Article 14, the party not in default may terminate this Agreement.
- 14.6 **Termination Assistance**

The Operator shall, upon the expiration or termination of this Agreement, co-operate with the Board if so requested in effecting the orderly transfer of the Services to a third party or the resumption of the Services by the Board. During such period, the Operator shall continue to perform the Services if so requested by the Board ("**Termination Assistance**"). This Termination Assistance shall be provided for ninety (90) 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 Board shall pay for the Termination Assistance at the rates set out in RFP #3750 and the Fee schedule as agreed by the Operator and the Board hereto attached.

Upon the expiration or termination of this Agreement for any reason, the Operator shall provide the Board with all Data, including computerized routing data in electronic form so that the Board can continue to use the computerized systems and programs as outlined in RFP #3750 and as agreed by the Operator and the Board. Upon the expiration or termination of this Agreement, the Board shall be directly responsible to the licensor of the computer software for all applicable licensing fees

ARTICLE 15
INSURANCE

- 15.1 For the term of the contract, the Operator must provide the Board Contract Administrator with updated *Certificates of Insurance with Halifax Regional School Board named as additional insured* for the following:
- 15.1.1 Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, attached machinery extensions, endorsement, for a combined single limit of no less than \$2,000,000 per occurrence;
 - 15.1.2 Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$5,000,000 per occurrence;
 - 15.1.3 Garage Liability in the amount of \$2,000,000 and
 - 15.1.4 Excess Liability (Umbrella Form) \$18,000,000 each occurrence. Umbrella must be in excess of garage liability, commercial general liability and commercial automobile liability.
- 15.2 It is also agreed that the above insurance coverage is *primary*. All insurance policies shall provide that no coverage shall be cancelled except by ten (10) days written notice to the Operator and the Board. In the event of cancellation of insurance, the Operator shall immediately secure alternative insurance coverage in the amounts set out above. Should the Operator be unable to secure alternative insurance coverage within ten (10) days of notice of cancellation, the Board shall have the right to terminate the agreement without notice.
- 15.3 For the term of the contract, the Operator must provide the Board Contract Administrator with updated Letters of Good Standing from the Workers' Compensation Board.

ARTICLE 16
INDEMNIFICATION

- 16.1 The Operator shall hold the Board, its governing board, officers and employees harmless from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of the Operator in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Board, its agents or employees.
- 16.2 To the extent permitted by law, the Board shall hold the Operator, its officers, employees, agents, successors and assigns harmless from and against every claim or demand which may be made by any person, firm or corporation or other entity arising from or caused by any act of neglect, default or omission of the Board, its governing board, officers, employees or

agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Operator, its agents or employees.

ARTICLE 17

DAMAGES

- 17.1 Without limitation, the following shall be considered direct damages and the Operator shall not assert that they are indirect, incidental, special or consequential damages or lost profits to the extent they result from the Operator's failure to provide the Services:
- 17.1.1 costs and expenses incurred by the Board in respect of a failure by the Operator to provide all or a portion of the Services or any part thereof;
 - 17.1.2 costs and expenses incurred by the Board to procure the Services from an alternate source, to the extent such costs and expenses are in excess of the Operator's charges under this Agreement but for a duration not to exceed at any time the balance of the then term of this agreement;
 - 17.1.3 payments or penalties by a regulatory agency for failure to comply with applicable law; and
 - 17.1.4 damages arising out of any claim by a third party in respect to the Services.
- 17.2 Neither the Operator nor the Board shall be liable for, nor will the measure of damages include, any indirect, incidental, special or consequential damages arising out of or relating to its performance under this Agreement.
- 17.3 The exculpations of liability shall not include:
- 17.3.1 indemnification claims; or
 - 17.3.2 liability resulting from the gross negligence or willful misconduct of a party.

ARTICLE 18

GENERAL

18.1 Assignment

The Services contemplated under this Agreement are deemed to be in the nature of personal services. The Operator shall not assign this Agreement without prior consent of the Board, such consent not to be unreasonably withheld. Notwithstanding that, the Board recognizes that from time to time the Operator may be required to subcontract to other carriers to ensure continuity of service. The Operator agrees that any subcontractor hired by the Operator shall be required to meet or exceed all requirements of the Operator imposed by this Agreement and be approved by the Board. The parties agree that assignment by the Operator of any sums due and owing the Operator under this Agreement shall not constitute an assignment of

the Agreement.

18.2 **Independent Contractor**

It is understood and agreed that this Agreement is a contract for the performance of a service and that the Operator is engaged as an independent contractor. Neither the Operator nor any of its employees shall be held or deemed in any way to be an employee, servant or agent of the Board. The Operator shall be responsible for, and hold the Board harmless for any liability for payroll taxes or other federal or provincial employment taxes.

18.3 **Severability**

If any of the provisions of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

18.4 **Survival**

The terms of Articles 11, 12, 13 and 18 shall survive the expiration or termination of this Agreement.

18.5 **Consents, Approval, Notice and Requests**

18.5.1 Unless otherwise specified in this Agreement, all consents, approvals, notices and requests, acceptances or similar actions to be given by either party under this Agreement shall not be unreasonably withheld or delayed and each party shall make only reasonable requests under this Agreement.

18.5.2 All consents, approvals, notices, acceptances or similar actions required to be given under this Agreement may be given by the Board Contract Administrator on behalf of the Board and by the Operator's Account Manager on behalf of the Operator.

18.5.3 All notices under this Agreement shall be deemed duly given upon delivery if delivered by hand, or three days after posting if sent by registered mail, receipt requested, to a party hereto at the address set forth herein or to such other address as designated by a party by a notice pursuant hereto. Nothing in this Article shall prevent notice from being by any other means:

For the Board:

Ron Heiman, Director of Operations
33 Spectacle Lake Drive
Dartmouth NS B3B 1X7
Fax: (902) 464-5581

For the Operator:

<OPERATOR'S GENERAL MANAGER>
<OPERATOR'S FIRM NAME>
<OPERATOR'S LOCAL ADDRESS>

Fax:

18.6 **Publicity**

Each party shall submit all press releases and other publicity materials relating to this Agreement or the relationship between the parties in which the other party's name or mark is mentioned or containing language by which the connection with such mark or relationship may be inferred or implied to the other party for approval and agrees not to publish any press releases or publicity materials without the other party's consent.

18.7 **Governing Law**

18.7.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

18.7.2 Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this Agreement must be brought solely and exclusively in the Supreme Court of Nova Scotia at Halifax Regional Municipality, Province of Nova Scotia and each party irrevocably accepts and submits to the sole and exclusive jurisdiction of the said court in personam, generally and unconditionally in respect to any action, suit or proceeding brought by it or against it by the other party.

18.8 **Amendments**

The Operator and the Board may modify the terms of this Agreement, in whole or in part, by mutual written agreement duly executed by the duly authorized representative of the parties.

18.9 **Entire Agreement**

This Agreement constitutes the entire agreement between the Board and the Operator and supersedes all prior communications, representations, Agreements and understandings, oral or written, between the parties hereto or their respective representatives with respect to the matters herein and shall not be modified or amended, except by written agreement signed by the parties hereto.

18.10 **Further Assurances**

The parties hereto will execute and deliver all such further documents, do or cause to be done all such further acts and claims and give all such further assurances as may be necessary to give full effect to the provision and intent of this Agreement.

18.11 Remedies Cumulative

The remedies to which any party hereto may resort are cumulative and not exclusive of any other remedies allowed by law or equity to which such party may be entitled, and such party would be entitled to pursue any and all of its remedies concurrently, consecutively and alliteratively.

18.12 Counterparts

This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument.

18.13 Facsimile Signatures

Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth on page one of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

<OPERATOR’S FIRM NAME>

<i>Signature of Authorized Signing Authority</i>	<i>Date</i>
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Signature of Authorized Signing Authority

Witness

HALIFAX REGIONAL SCHOOL BOARD

<i>Signature of Board Chair</i>	<i>Date</i>
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Signature of Superintendent/Designate

Witness

SCHEDULE A
RFP #3750 INCLUDING ADDENDA

SCHEDULE B
OPERATOR'S PROPOSAL

SCHEDULE C

AWARD LETTER INCLUDING AGREED CHANGES

STUDENT TRANSPORTATION POLICY

CONTENTS

- 1.0 PRINCIPLES**
- 2.0 POLICY FRAMEWORK**
- 3.0 STUDENT TRANSPORTATION SERVICES**
- 4.0 AUTHORIZATION**

1.0 PRINCIPLES

- 1.1 The Halifax Regional School Board will ensure that transportation service is provided in a safe manner to eligible students.

2.0 POLICY FRAMEWORK

- 2.1 The Halifax Regional School Board is committed to ensuring transportation for students is provided in accordance with the *Education Act* and the following provincial and regional acts and policies:
 - 2.1.1 *Motor Carrier Act*
 - 2.1.2 Nova Scotia Department of Education *Special Education Policy*
 - 2.1.3 B.012 *School and Bus Cancellation Policy*
 - 2.1.4 B.013 *Regional Code of Conduct*
 - 2.1.5 B.003 *Creating School Populations Policy*

3.0 STUDENT TRANSPORTATION SERVICES

- 3.1 In accordance with the Education Act and Regulations student transportation will be provided to secondary students who live 3.6 kilometres or more away from school.

3.1.1 Beyond the requirements of the Education Act and Regulations, the board will provide transportation to elementary students who live 2.4 kilometres or more away from school.

3.2 School busses are to be used only for the purpose of transporting students to and from school and other such uses as directed by the board in writing from time to time.

4.0 AUTHORIZATION

4.1 The Superintendent is authorized to issue procedures in support of this policy.

STUDENT TRANSPORTATION POLICY PROCEDURES

CONTENTS:

- 1.0 TRANSPORTATION SERVICES MANAGEMENT**
- 2.0 COURTESY BUSSING**
- 3.0 OFF-ROUTE BUSSING**
- 4.0 SCHOOL BUS SCHEDULING AND ROUTING**
- 5.0 EXCEPTIONS RELATED TO PROGRAM**
- 6.0 REQUESTS FOR EXTENSION OF OR ADDITIONAL SERVICES**
- 7.0 SCHOOL BUS TRIPS**
- 8.0 STUDENT TRANSPORTATION IN PRIVATE VEHICLES**
- 9.0 SCHOOL BUS SAFETY**
- 10.0 STUDENT CONDUCT ON SCHOOL BUSES**

1.0 TRANSPORTATION SERVICES MANAGEMENT

- 1.1 The Halifax Regional School Board is responsible for the administration of contracted transportation services and the management of the transportation policy, regulations and procedures.
- 1.2 The contractors of the student transportation service are responsible for the maintenance and safe operation of all company-owned vehicles, allocation of routes to company drivers and compliance by the drivers in conforming to the scheduled routes and time of routes complying with board policy.

2.0 COURTESY BUSSING

- 2.1 Courtesy bussing may be extended to students who reside within the qualifying distances and may be transported to school if there is room on the bus.
 - 2.1.1 The bus will not alter times or routing to accommodate students being transported as a courtesy.
 - 2.1.2 First consideration would be given to the youngest students. The Halifax Regional School Board will work with individual schools where necessary.
 - 2.1.3 When additional spaces are required for those outside the qualifying distances, those courtesy students closest to school will no longer be able to ride the bus.

2.2 No bus stop will be closer than 0.8 kilometres away from the school.

3.0 OFF-ROUTE BUSSING

3.1 School busses will not proceed into an off-route road or subdivision for the purpose of picking up or unloading students unless they live more than 0.8 kilometres therein, as circumstances permit, and more than 3.6 kilometres from school for secondary or 2.4 kilometres from school for elementary.

3.1.1 The condition of the road must be such that the bus can safely travel, and a suitable turning place must be available and maintained at no cost to the board.

4.0 SCHOOL BUS SCHEDULING AND ROUTING

4.1 Bus routes, schedules and stops will be developed under the direction of the service contractors in consultation with and subject to the approval of the board.

4.1.1 The purpose of bus scheduling and routing will be to achieve maximum service with a minimum of busses consistent with rendering equitable service to all students.

4.1.2 Where at all possible, major changes in bus routes, pick-up or delivery times shall not be made unless at least one week's notice is given to parents through the school principal.

4.1.3 Every effort will be made to minimize student time on a bus. Halifax Regional School Board will strive to ensure that no student is picked up any earlier than one hour before school starts or delivered to their home bus stop any later than one hour after school is dismissed.

4.1.4 The Halifax Regional School Board may alter bus schedules in the event of an emergency or severe weather.

4.1.5 Every effort will be made to minimize the use of bus transfers and waiting time at transfer locations.

5.0 EXCEPTIONS RELATED TO PROGRAM

- 5.1 In accordance with the Education Act and Regulations, any student requiring transportation because of special needs shall be conveyed from home to school at the board's cost, irrespective of distance.
- 5.1.1 School principals will provide information as to those students affected and send to conveyance contract provider. The Coordinator of Programs and Student Services will provide guidance to the principals and service provider as necessary.
- 5.2 There is no obligation on the part of the board to provide transportation for those students physically disabled on a temporary basis due to injury.
- 5.2.1 The School Administration Department will provide guidance as to which students may be considered for special conveyance and for what duration.
- 5.3 The School Administration Department will indicate which students require special conveyance to attend a school, other than their neighbourhood school for the purpose of program or administrative requirements.

6.0 REQUESTS FOR EXTENSION OF OR ADDITIONAL SERVICES

- 6.1 Requests for extensions of services or additional services shall go to the Director of Operations Services

7.0 SCHOOL BUS TRIPS

- 7.1 Schools will make arrangements with the providers of bus services and the schools will be invoiced directly. Board financial support for trips will occur through budgets allocated to schools.

8.0 STUDENT TRANSPORTATION IN PRIVATE VEHICLES

- 8.1. The board encourages, wherever possible, the use of the contractor's school busses for the transportation of students.
- 8.2 The board recognizes the need for some school employees to use their own automobiles or to rent vehicles for school purposes regularly or occasionally.

8.2.1 To safeguard the students, employees and board, in matters of liability, particularly as this relates to an employee transporting a student or students, the following will be observed:

8.2.1.1 All transportation of students will be in accordance with the Motor Carrier Act.

8.2.1.2 Students enrolled within this board shall not be permitted to operate vehicles for the purpose of transporting students on co-curricular or extracurricular trips.

8.2.1.3 School Board employees or designate(s) shall not enter into a verbal agreement for transportation of students without having completed and filed the appropriate documentation required with the school. All employees are required to complete Form J found in *myHRSB*.

9.0 SCHOOL BUS SAFETY

9.1 Student safety is a parental responsibility until boarding the bus at an authorized bus stop, and after debarkation at an authorized bus stop.

9.2 The Director of Operations Services is authorized to provide temporary services in addition to those stated in Section 2 of the procedures if, in the Director's judgement, such services are necessary for the safe conduct of students.

9.3 Emergency evacuation for all students must be practised at least once a year.

9.4 The contractors will investigate all accidents in cooperation with other agencies as appropriate and report the circumstances to the board in the case of a serious accident.

9.4.1 A written report will be submitted to the Director of Operations Services in situations where there is injury to students.

9.5 Drivers, students, and school staff will observe all federal, provincial, and municipal laws and regulations pertaining to the safe use of school busses.

9.6 Principals are to ensure that adequate supervision is provided for bus arrivals and departures.

9.7 The transport of curriculum related materials (i.e. musical instruments, school projects) will be accommodated providing there is room on the bus and safety standards are met.

10.0 STUDENT CONDUCT ON SCHOOL BUSES

- 10.1 The safety of students during their transportation to and from school is a joint responsibility that students and their parents share with bus drivers, contractors and school officials.
- 10.2 Principals will ensure that the rules of student conduct, as outlined in the regulations and procedures, are issued to every bus student at the beginning of each school year. This document can be found in *myHRSB*.
- 10.3 Students who fail to observe these rules will be subject to disciplinary action as per the school's code of conduct.
- 10.4 Where disciplinary action by the principal includes any suspension of a student's right to use the school bus, this must be immediately communicated in writing and by phone to the parents or guardians, and in writing to the contractor and the Director of Operations.
 - 10.4.1 If the suspension from the bus is for a period of longer than five days, the letter to parents must include information concerning the right to appeal.
 - 10.4.2 Any appeal of a suspension of more than five days must be made within seven days of receiving notice of the suspension.
 - 10.4.3 When a notice of appeal has been received, the balance of the suspension shall be held until an Appeal Committee either confirms, revokes or varies the suspension.
 - 10.4.4 Within ten days of receiving an appeal, the Appeal Committee shall hold a hearing and within three days following the hearing shall confirm, revoke or revise the decision to suspend.