



RFP# 4259
Transportation of Students with Special Needs
Addendum #1

To: All Proponents

Date: November 19, 2024

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

Capitalized terms used herein but not otherwise defined shall have the meanings prescribed pursuant to RFP# 4259 – Transportation of Students with Special Needs.

Question: Will the HRCE accept a performance bond that is annually renewable?

Response: Please refer to Section 6.6(b) of Appendix G – Form of Agreement. The Performance Bond may be an annual Performance Bond, on the condition that there is a Performance Bond, of the type and value described in this Section 6.6, in place at all times during the Term; and, if an annual Performance Bond is provided, the confirmation of the renewal of the annual Performance Bond for each subsequent period shall be provided to the HRCE at least one hundred twenty (120) days before the annual renewal date of the annual Performance Bond.

Question: Please provide some clarity on the surety bond – is it 50% or \$2.5M per route package?

Response: As set out in Section 6.6(b) of the Appendix G – Form of Agreement the Surety Bond will have an aggregate value for each year during the Term of not less than 50% of the estimated annual value of the Contract Agreement for the service year in question. This reflects that the annual value of the Contract Agreement may change over time based on the Routes assigned to the Operator each year, and the Surety Bond will need to be adjusted accordingly. Confirmation of the required amount (based on 50% of the estimated annual value of the Contract Agreement for the first year of Services) will be provided upon execution of a Contract Agreement.

For the purpose of assessing whether each Proponent has the ability to secure the required Surety Bond, should it be selected as a Successful Proponent, a letter of surety is required in accordance with RFP Section 2.2.3 b. confirming that if the Proponent is selected as a Successful Proponent and enters a Contract Agreement, the surety will provide a performance bond in an amount equal to \$2,500,000 (two million five hundred thousand dollars).



- Question:** What is the validity period of the bond? I.e., 30 days, 45 days, 90 days?
- Response:** The Proposal Security requirements are set out in RFP Section 2.2.3 and require that the Proposal Security remain valid until a Contract Agreement has been executed in respect of each Route Package. Based on the timetable in RFP Section 1.4 a minimum of ninety (90) days must be selected for bid bonds which require a stipulated time period. The requirements for the Surety Bond are as set out in Appendix G – Form of Agreement, Section 6.6.
- Question:** As related to bid bonds, if we are the successful proponent and were receiving weekly updates from the supplier, and therefore moved into contract negotiations but then the supplier says they cannot provide the buses and therefore the contract can't be negotiated, will the proponent lose their bid bond?
- Response:** Please refer to RFP Section 2.2.3. The Proposal Security is subject to full or partial forfeiture (at HRCE's sole and unfettered discretion) if a Successful Proponent: (a) withdraws its Proposal after being selected as a Successful Proponent, or (b) fails to execute the Contract Agreement during the Contract Execution Period. The expectation of the HRCE is that in submitting a Proposal each Proponent is confident in its ability to provide all assets required to provide the Services and become operationally ready to perform the Services within the required timelines. The exercise of discretion allows HRCE to consider extenuating circumstances that may arise should the criteria for forfeiture of Proposal Security occur.
- Question:** Does the HRCE have a preferred vendor for the camera system?
- Response:** No. Please ensure the selected camera system meets the specifications outlined in the RFP.
- Question:** Will the HRCE be providing BusPlanner's Turn-by-turn application on the tablet at HRCE cost?
- Answer:** Yes. The HRCE manages the BusPlanner contract.
- Question:** Does the HRCE prefer Zonar Z Pass or Zonar Verify?
- Response:** HRCE currently uses Zonar for GPS/Bus tracking. The HRCE may look at tracking ridership in the future.
- Question:** Please confirm that all bus sizes on the submission form (Tables 1, 2 and 5) must include all monitor costs in the Base Rate.
- Response:** Please refer to Appendix B – Price Submission Form B.4 a. Base Rate. The Base Rate shall include the daily Bus Driver Labour Rate and Bus Monitor Labour Rate for one (1) Bus Driver and one (1) Bus Monitor on each Route.
- Section 12.5 of Appendix G – Form of Agreement will be updated at the time of finalizing the Contract Agreement to make clearer that the Bus Monitor Labour Rate will only be payable for additional Bus Monitor(s) (i.e. Bus Monitors assigned to a Route in addition to the (1) Bus Monitor that is included in the Base Rate), for the amount of time such additional Bus Monitor is performing Services, for a minimum of three (3) hours per day, per additional Bus Monitor assigned to a Route by the HRCE.



Question: Our Driving Training Program and Special Needs Driver and Monitor Training Programs are extensive with multiple DVDs and Workbooks. The files are large and may not send without difficulty. Would it be possible to provide a condensed version and make the hard copies available upon request?

Response: Proponents are welcome to condense documentation as they determine best. The HRCE has alternative submission channels available that can accommodate large files. Please contact the RFP Contact in advance of the RFP Closing Time to make arrangements. Only documents received as part of the Proposal will be evaluated.

Question: How is the fuel calculated?

Response: Please refer to Section 12.4 (c) of Appendix G – Form of Agreement and the definition of “Fuel Rate”. Please note as well that the Nova Scotia Utility and Review Board regulates gas prices in Nova Scotia, which are typically updated weekly unless the interrupter clause is invoked. Calculations will be based off of the Nova Scotia Utility and Review Boards “Min Self-Service Pump Price for Diesel for Zone 1” as of the final day of each month during the Term. The fuel price is calculated as the Nova Scotia Utility and Review Board Price x Fuel Rate x Total Routed Distance, per day. If an alternate fuel source is included in the Proposal the appropriate index will be applied in place of diesel in the Contract Agreement.

Question: How are kilometers paid?

Response: Please refer to Appendix B – Price Submission Form B.4 a. Base Rate and note that the Base Rate is to include fifty (50) kilometers of routed distance. Per Appendix B – Price Submission Form B.4 b. the Distance Rate is then applied to Routes where the Active Distance (am and pm combined) exceeds fifty (50) kilometers. Total Distance is calculated from the assigned location where the first student is to be picked up to the location where the last student is to be dropped off.

Question: How is the route distance with students onboard calculated?

Response: Please refer to the definition of “Active Distance” set out in Appendix G – Form of Agreement, Schedule 1. The Operator will be compensated based on the Total Distance.

Question: Does this mean that to account for park out costs, it might show up in the burn rate in order to cover the whole distance the bus travels?

Response: The Operator is responsible for determining and managing their bus parking locations and are responsible for any related costs.

Question: Will special needs buses have three tiers?

Response: Each Route will vary. HRCE endeavors to plan Routes as efficiently as possible and the Agreement provides a process for the Operator to provide feedback if it has suggestions to increase efficiency of routing. It is possible that individual Routes will have more or less than three (3) tiers.

Question: How many bus monitors should be planned for every route?

Response: The expectation is that a single Bus Monitor will be required for each Route (and compensated as part of the Base Rate). It is rare for the HRCE to place a second Bus Monitor on a Route.



- Question:** What if an additional monitor is required?
Response: Section 12.5 of Appendix G – Form of Agreement provides that additional Bus Monitors will be compensated for the amount of time such additional Bus Monitor is performing Services, for a minimum of three (3) hours per day, per additional Bus Monitor assigned to a Route by the HRCE.
- Question:** Are there any routes that have medical staff (VON's) onboard?
Response: Yes, there may be a VON assigned to a Route for a specific student. If so, they will be with the student at the assigned pickup location.
- Question:** Are VONs on the route sheet?
Response: Yes, they will be. Any additional individuals on the School Bus will be added to the Route sheet.
- Question:** To confirm, the distance to pick up and drop off the monitor is the responsibility of the provider?
Response: Yes, the Operator is responsible to have all staff on the School Bus before it arrives at the first pickup location on a Route.
- Question:** Please confirm that a 3-point seat belt is required for each passenger seat?
Response: Every seat must have a Nova Scotia Utility and Review Board approved seatbelt.
- Question:** How many seatbelts are needed on the bus?
Response: Every passenger seat should be equipped with a Nova Scotia Utility and Review Board approved seatbelt.
- Question:** How many wheelchair spaces are needed on a bus?
Response: Currently, no Routes have more than two (2) wheelchair spaces. The HRCE does not anticipate requiring more than two (2) wheelchair spaces per School Bus.
- Question:** As we've tried to access new vehicles, there continues to be manufacturing, and supply chain issues. Companies are looking for the earliest notifications possible. Given the bid bond, URB expectations etc. is there any chance the contract will be awarded earlier?
Response: The HRCE appreciates this feedback and recognizes the benefits of an making the award as soon as possible, while adhering to the requirements of this RFP.
- Question:** Is there a preferred vendor for the tablet?
Response: No. Proponents must ensure it meets the requirements outlined in the RFP.
- Question:** In reference to article 9.15 Tablets Implementation, should we be including the cost of RFID or QR code scanning hardware as it may become a requirement through the term of the agreement or is it a requirement for the start of the contract?
Answer: It is not currently a requirement. Such related costs should be excluded at this time.



Question: Does HRCE currently use any mini vans?

Response: The HRCE does not currently use mini vans. Proposals should only be made in respect of the vehicle types specified.

Question: For the pricing form, specifically the bottom two rows, if you are already a proponent with those vehicles do you still put pricing in?

Response: Yes, all Proponents must fill out Table 1 to 5 in their entirety.

Question: If we are mid-summer and vehicles won't be delivered, what would be the process?

Response: Please refer to Section 5.16 of Appendix G – Form of Agreement, requiring that the Operator must have completed all aspects of its Implementation Plan by July 15, 2025. ***As soon as information is known that impacts this timeline and/or deliverables, the Operator is expected to engage and communicate with the HRCE in a transparent and timely manner.*** The HRCE is committed to working with the Operator to ensure a successful implementation, in accordance with the Contract Agreement.

Proponents are advised that Addendum #2 is currently being prepared and will be issued shortly.

End of Addendum #1 – RFP# 4259

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Organization Name