



RFP# 4259
Transportation of Students with Special Needs
Addendum #3

To: All Proponents

Date: November 22, 2024

From: Nancy Rideout, Purchasing Manager
Office: (902) 464-2000 ext. 2222
Email: nrideout@hrce.ca

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 HRCE consider postponing the start date of operations to 2026? Otherwise, an operator not having already the existing and conform fleet may not be able to bid on the project.

Response: The HRCE cannot consider postponing when Services will begin pursuant to the Agreement. The applicable timelines will remain as set out in the RFP.

Question: Items in C.3 (Mandatory Technical Requirements) are duplicated in the Rated Criteria Section C.4

1. For clarity, can all answers be incorporated in C.4 section only
 1. Or does HRCE require a duplication of answers, siting both Section C.3 and C.4?

Response: To the extent that Proponents feel that any information is duplicative, the HRCE requests that it be provided in all places that such information is requested (even if that means duplicating what was previously provided).

Question: Can HRCE please clarify the requirements for the driver First Aid/CPR course?

1. Is Emergency First Aid/CPR required or Standard First Aid/CPR required.

Response: Standard First Aid/CPR satisfies this requirement.



Question: In Section C.4.3, HRCE asks for details on the dedicated team supporting the operation.

1. If a proponent is new to the region, and does not have a fully dedicated team in place at the submission date, will the proponent lose points?

Response: Please refer to Appendix C, Section C.4.3., which describes the aspects that will be assessed as part of the HRCE’s assessment of each Proponent’s Service experience. To the extent that a Proponent is not able to identify specific staff members and/or provide resumes for the specific staff members that will be involved in the performance of the Services, the Proponent should provide detailed and thorough information to the HRCE about how it will hire a leadership team and staff members with relevant Service experience. The HRCE does not comment on how a hypothetical question may impact scoring of a Proposal.

Question: In Section 5.16 of the Busing Agreement, HRCE states that all aspects of the Implementation Plan must be completed by July 15, 2025.

1. Please clarify if all drivers must complete their new driver orientation and training prior to July 15.
 1. Also, there are several items as part of a new operator start-up that will flow into August (such as confirming uniforms for drivers)
 1. Can you confirm the effective start date of the Operations for the 2025-2026 school year.

Response: Please refer to Section 5.16 of the Form of Agreement. The Operator must have completed all aspects of its Implementation Plan by July 15, 2025, and be operationally ready to perform the Services at that point in time.

To the extent that there are aspects of the Operator’s start-up process that do not impair its operational readiness to perform Services (such as scheduling additional training or the provision of uniforms), and for which the Operator can reasonably complete in August, the Operator can provide a plan to complete such items in August, and seek the HRCE’s approval for same.

Regarding your request to confirm the “effective start date of Operations”, please note that the first day of scheduled classes (which will mark the beginning of regularly scheduled Routes) has not yet been determined for the 2025/2026 school year, and therefore the first day of scheduled classes has not yet been determined. However, the first day of scheduled classes typically occur on a day during the first week of September following the “Labour Day” holiday. Each Proponent must note that Service inclusions, including, without limitation, start-up requirements (Form of Agreement, Section 5.18), student bus meetings (Form of Agreement, Section 5.19), and other aspects of the Services to be provided in accordance with the Agreement are to be completed prior to the commencement of regularly scheduled classes.



Question: Can HRCE please confirm the number of wheelchair positions required in the buses is 2 and not 4?

Response: As provided in Addendum #1, 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: Can HRCE provide give us a past and actual example / data for Fuel compensation mechanism?

Response: Please refer to Section 12.4 (c) of Appendix G – Form of Agreement and the definition of “Fuel Rate”. The HRCE does not provide sample calculations.

Question: The RFP states the Bus Monitors are paid on an hourly basis, for a minimum of three (3) hours per day. If a Bus Monitor(s) works more than three (3) hours, can this be invoiced for the actual time?

Response: Please refer to Addendum #1 and the clarification that pursuant 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 also be updated at the time of finalizing the Contract Agreement to clarify 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.

Accordingly, compensation for the Bus Monitor to be provided for each Route is to be included in the Base Rate, which will not change based on the actual hours that the Bus Monitor is providing Services.

If an additional Bus Monitor is requested on a particular Route by the HRCE, the Operator will be compensated at the Bus Monitor Labour 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. Accordingly, if HRCE requests an additional Bus Monitor be placed on a Route, the Operator will be compensated for the amount of time that additional Bus Monitor is performing Services on that Route. Time spent performing the Services is calculated in accordance with the Total Time recorded in BusPlanner.

Route will be as set out in the Form of Agreement and may vary from the 188 baseline in accordance with the terms of the Form of Agreement.



Question: Can you clarify if the surety bond must be a surety letter of 2,500,000\$ (section 2.2.3.b) or 50% as Agreement section 6.6.b said.

Response: As set out in Addendum #1, 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: To determine annual cost, should proponents include the collective agreement's paid sick days, paid PD days and paid holidays in addition to the 188 school days outlined in section B.2 – Cost of Labour?

Response: As set out in Appendix B, Section B.2, it is the Proponent's responsibility to identify its full costs of labour and include them in the rates it submits in its Price Submission Form.

Appendix B, Section B.3, outlines that 188 school days is the baseline number of school days that the HRCE intends to schedule Services be performed on each assigned Route, each school year. The actual number of days for which an Operator will actually perform Services on a Route may vary, due to a number of factors, and the Operator will ultimately be compensated for Services performed on each Route in accordance with the terms of the Contract Agreement.

HRCE will consider whether any updates are required to the Form of Agreement during the Contract Execution Period to clarify that the Operator will be compensated based on days in which Services are actually performed by an Operator on an assigned Route in accordance with the terms and conditions of the Contract Agreement.

Question: Can the HRCE confirm that the minimum revenue associated with the contract is based on 188 days? i.e. If 186 school days were incurred, the operator would still be compensated for the 188 minimum? Additionally, if greater than 188 days, the associated revenue would be billed for the actual number of days serviced?

Response: Please see answer immediately above.



Reminder: The close date of this RFP is Thursday, December 5, 2024.

Reminder: Large file sizes.

The HRCE has alternative submission channels available that can accommodate individual file sizes up to 50GB. Please contact the RFP Contact in advance of the RFP Closing Time to make arrangements to use this service. Only documents received as part of the Proposal prior to the RFP closing date & time will be evaluated.

***All inquiries have been addressed.
No further questions will be accepted.***

End of Addendum #3 – RFP# 4259

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Organization Name