



**Student
Transportation Services**

BRANT HALDIMAND NORFOLK

**Services de Transport
Scolaire**

REQUEST FOR PROPOSAL

RFP # P-2419

Student Transportation Services

for

**Service de Transport Scolaire – Brant Haldimand Norfolk -
Student Transportation Services**

RFP DEADLINE FOR SUBMISSION:

Thursday, December 19, 2019 before 2:00.00 p.m. EST (local time)

at

**Brant Haldimand Norfolk Catholic District School Board
Catholic Education Centre
322 Fairview Drive
Brantford, ON N3R 2X6**

Attention:

**Nancy Sauvé-Ramey, CSCMP
Supervisor of Purchasing Services**

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Significant Dates (Approximate and subject to change)

November 11, 2019	Issuing of RFP Notification through Biddingo
November 22, 2019 at 5:00.00 PM EST	Deadline #1 for questions regarding RFP
November 27, 2019	Deadline for issuance of Addenda by Consortium
December 4, 2019 at 5:00.00 PM EST	Deadline #2 for questions regarding RFP
December 9, 2019	Deadline for issuance of Addenda by Consortium without considering an extension of the Submission Deadline
December 19, 2019 before 2:00.00 PM EST	Deadline for submission of Proposals
January 6, 2020 to January 17, 2020	Evaluation Period
January 20, 2020 to January 24, 2020	Verification and Clarification (if required) Period
January 27, 2020 to February 7, 2020	Successful Proponents Notified and Agreements Signed
February 10, 2020	Notification of Award Announcement on Biddingo
March 4 and 5, 2020	Anticipated Dates for Proponent Debriefings

SECTION 1. INTRODUCTORY COMMENTS

1.1 Introduction

Service de Transport Scolaire – Brant Haldimand Norfolk -Student Transportation Services (hereinafter referred to as the “Consortium” or “STSBHN”) is interested in obtaining proposals for the provision of student transportation services (the “Services”).

STSBHN is an organization focused on meeting the service needs of our three local school boards. STSBHN has a small office staff of dedicated transportation professionals who focus on delivering high quality customer services to our external and internal stakeholders.

Proposals are invited in accordance with the terms and conditions listed in this Request For Proposal, including all attached Appendices.

1.2 Background

STSBHN is a jointly controlled separate legal entity which administers the transportation requirements for the Grand Erie District School Board, the Brant Haldimand Norfolk Catholic School Board and the Conseil Scolaire Catholique Mon Avenir, (hereinafter collectively referred to as “Member School Boards”). STSBHN is currently located in Brantford, ON and has a staff of six (6) employees.

The district STSBHN services encompasses the Counties of Brant, Haldimand and Norfolk as well as the City of Brantford. The district is projecting elementary panel growth and modest secondary panel growth. Growth pockets are concentrated in a number of communities serviced by STSBHN including planned developments in: Caledonia, Paris, St George and Brantford.

The Consortium currently transports 16,803 students, on 393 school purpose vehicles, travelling 39,193 kilometers on a daily basis. The Consortium currently utilizes Georef Systems Ltd. software Bus Planner Pro to plan, optimize and manage bus Routes.

For the purpose of completing this Request for Proposal (“RFP”), the Consortium has signed a Service Level Agreement with the Member School Boards to have their respective Purchasing Departments support this RFP process.

More information is available through the following websites:

Student Transportation Services Brant Haldimand Norfolk	www.stsbhn.ca
Grand Erie District School Board	www.granderie.ca
Brant Haldimand Norfolk Catholic District School Board	www.bhncdsb.ca
Conseil Scolaire Catholique Mon Avenir	www.cscmonavenir.ca

1.3 Description of Services

It is the objective of the Consortium to provide accessible transportation for all students eligible for service in a safe, efficient and reliable manner and to ensure that the school purpose vehicles deliver students to school safely and on-time. The Consortium is interested in working with Proponents who will work in conjunction with the Consortium to provide exceptional service to all its stakeholders.

The Consortium intends to secure Contracts with qualified Proponents for the provision of transportation of students for home-to-school, school-to-school, mid-day, late bus and summer school services using the following capacity vehicle sizes:

- Full-Size (“FS”): Chrome yellow, passenger seating capacity 48+
- Full-Size-Adapt (“FSA”): Chrome yellow, can include a wheelchair, passenger seating capacity 48+
- Mini-Size (“MS”): Chrome yellow, passenger seating capacity of 16-24
- Mini-Size-Adapt (“MSA”): Chrome yellow, can include wheelchair, passenger seating of 16-20
- Mini-Van (“MV”): Multi-purpose passenger vehicle passenger seating capacity of 6 to 8

For the purposes of this RFP, the Consortium has identified six (6) service areas which will be bundled. These bundles have been designed around key transfer sites and are meant to allow a critical mass of routes to allow for a stand-alone division, if a Proponent were to look at establishing a location within our district.

The Consortium has defined their **home-to-school** service area and requirements to include all vehicle sizes for schools and eligible students located in the following bundles:

Bundle #	Service Area Description	# FS	# FSA	#MS	#MSA	#MV	Total Veh.	# aides
1	Haldimand East	51	0	11	2	1	65	3
2	Haldimand West and Norfolk East	44	0	5	2	8	59	6
3	Norfolk South and West	47	1	21	4	4	77	3
4	Norfolk North and Brant West	50	1	3	0	0	54	0
5	Brant East and South	37	0	8	3	0	48	1
6	Brant North and Brantford	46	0	33	7	4	90	5

The Consortium has defined its **school-to-school** requirements for this service area to include transportation for elementary and/or secondary students who attend their home school and are required to attend an alternate school for a portion of the day for approved programs. These routes are typically less than one (1) hour and under 40 kilometres –one way. See Appendix D: Additional Requirements.

The Consortium has defined its **mid-day** requirements for this service to include all runs that service students during the school day who require modified day service from home to school/site or school/site or home or school/site to school/site during the window of time between morning and afternoon runs. The Consortium does not currently offer mid-day services but is interested in pursuing options that meet the above definition during the course of the Agreement.

The Consortium has defined its **late bus** requirements for this service area to include transportation for secondary students participating in after school activities. These routes can vary in both time and KM as they are determined by when students reside relative to the school serviced. See Appendix D: Additional Requirements.

The Consortium has defined its **summer school** requirements for this service area to include transportation to and from selected school location(s) in the month of July. See Appendix A: The Agreement for compensation expectations for these services; See Appendix D: Additional Requirements for additional details.

The Consortium has defined its **bus evacuation** requirements for this service area to include a presentation and practical evacuation example with students and school staff at predetermined number of elementary school locations. See Appendix A: The Agreement for compensation expectations for these services.

The anticipated home-to-school vehicles and route distances included in the RFP are listed in Appendix C: Route Information. The Consortium reserves the right to change the information contained in Appendix D at its sole discretion as needed over the term of the Agreement. The above mentioned additional requirements would be bid as an optional award to the RFP (see RFP Clause 1.4 for additional information on award quota).

1.4 Competition Award Quota

It is the intent of the Consortium to award Routes to encourage competition and diversity within its district. The Consortium intends to award Agreements to a minimum of three (3) Proponents. Proponents may only bid on Route bundles; no single Routes will be awarded. Proponents may bid on as many or as few Route bundles as they wish, and will be subject to the Competition Award Quota outlined herein. Proponents must bid on all vehicle classes in the Route bundles they choose to bid on. No Proponent shall be contracted to provide

services in more than three (3) of the six (6) Route bundles. Awards will be made by Route bundle to the highest-ranking Proponent in each Route bundle, provided that if a Proponent is the highest-ranking Proponent in more than three (3) Route bundles, the next-highest ranking Proponent will be awarded any excess Route bundles. For greater certainty, in these situations where a Proponent is ranked highest in more than three (3) Route bundles, the Consortium, in its sole discretion, will decide which three (3) Route bundles will be allocated to the highest ranking Proponent, and which excess Route bundles will be allocated to the next-highest ranking Proponent.

1.5 Contracting Approach

Successful Proponents will enter into an Agreement for the routes which the Consortium determines will be serviced by that Proponent in accordance with the Agreement as set out in Appendix A.

Each Contract will be for a term of ten (10) years commencing on September 1, 2020 and terminating on August 31, 2030, with either one (1) two (2) year optional extension or two (2) one (1) year optional extensions. The extension year(s) is at the option of the Consortium, subject to the concurrence of the Operator. The Consortium's written notice to exercise its option to extend will be given to the Operator no later than October 1st of the preceding school year in which the option is to be exercised. The Operator shall either accept or decline the extension offer by the deadline set by the Consortium in its notice. If the extension is declined, the Agreement will terminate on the Agreement End Date and then the contract may be subject to a new procurement process. If the extension is accepted by the operator, then in each of the extension years, any increase to the total Daily Rates will be based on the Consumer Price Index ("CPI") for the Province of Ontario of the preceding year; for greater clarity, the CPI will be the all-items category for the Province of Ontario from January to January.

1.6 Agreement

The Agreement which arises from this RFP process, will be in the form noted in Appendix A: The Agreement.

No amendments to the Agreement will be negotiated with any Proponent responding to this RFP, and further, the Consortium will not enter into any separate contract or agreement drafted by, presented by, or otherwise proposed by the Proponent, including any "standard form" or other vendor contract except the Agreement as set out in Appendix A: The Agreement. Notwithstanding the foregoing, the Agreement will be tailored to the successful Proponent's pricing and routes as determined by the Consortium.

1.7 No Collusion

Each of the Proponents, other than Proponents participating in a Joint Proposal, must ensure that their participation in this RFP process is conducted fairly and without collusion or fraud. Proponents shall not discuss or communicate, directly or indirectly, with any other Proponents regarding the preparation or submission of their responses to this RFP.

1.8 Joint Proposals

In the case of a joint proposal, all bidding entities comprising the joint proposal must be clearly identified in the Proposal. The business relationship and responsibility of each entity as a member of the joint proposal in relation to the Proposal must also be clearly outlined in the Proposal; similarly, the joint proposal management approach, that will ensure clear lines of communication and seamless delivery of the services outlined in the RFP, must also be clearly outlined. All joint proposal entities shall be jointly and severally liable for the acts and omissions of the other joint proposal entities. Each joint proposal entity shall have the authority to sign the Proposal on behalf of all entities and bind each of them to all statements or agreements made on behalf of or by the joint proposal in response to the RFP.

1.9 Trade Agreements

This RFP is undertaken within the scope of Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA"), the Broader Public Sector Procurement Directive, and within the scope of the Trade and Cooperation Agreement between Quebec and

Ontario and is subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

1.10 PAST PERFORMANCE OR PAST CONDUCT

The Consortium may prohibit a Proponent (or any individual that owns, controls, operates, manages or directs the Proponent) from participating in this procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- a) illegal or unethical conduct; or
- b) the refusal of the Proponent to honour its submitted pricing or other commitments; or
- c) any conduct, situation or circumstance determined by the Consortium, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- d) litigation history;
- e) if there is supporting evidence the Consortium may exclude a Proponent from participating in this RFP on grounds such as:
 - bankruptcy and insolvency;
 - false declarations
 - significant or persistent deficiencies in performance of any substantive requirements or obligations under prior contract or contracts;
 - final judgments in respect of serious crimes or other serious offences;
 - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent; or
 - failure to pay taxes.

SECTION 2. RFP RULES AND ADMINISTRATION

2.1 Instructions

Proposals are invited from suppliers of transportation for students to enter into an Agreement on a non-exclusive basis with the Consortium to provide the Services described. All Proposals **Must** be delivered to the Catholic Education Centre, in a sealed envelope or container, addressed to Nancy Sauv -Ramey, as set out in Section 2.10 – Submission Deadline.

2.2 Definitions and Information

In this RFP, each capitalized term shall have the following meaning:

“Addenda/Addendum”	means those documents amending this RFP as set out in Section 2.7.
“Agreement”	means the Agreement, as set out in Appendix A of this RFP, to be entered into by the successful Proponents relating to the Services.
“Bid Irregularity”	means a deviation between the requirements (terms, conditions, specifications, special instructions) of a response for the purposes of this RFP; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the Consortium.
“Consortium”	means Student Transportation Services Brant Haldimand Norfolk.
“Contract(s)”	means the RFP documents, the Proponent’s submitted Proposal and the Agreement to be entered into between the Consortium and the successful Proponent(s) in writing and signed by both parties.
“Contract Price(s)”	means the unit prices or other costing required by this RFP which will form Schedule D - Rates in the Agreement to be entered into between the Consortium and the successful Proponents.
“Evaluation Committee”	means the committee responsible for evaluating Proposals received for this RFP process. The Evaluation Committee will be comprised of representatives from the Consortium and the Member School Boards.
“Home to School”	means routes that service students in accordance with school arrival and departure times from the assigned morning bus stop to the school of attendance and from the school of attendance to the assigned afternoon stop.
“Intellectual Property”	means any trade-mark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know-how, integrated circuit topography or other intellectual property, industrial property or proprietary right.
“Late Bus”	means routes that service students outside of the school arrival and departure times for the purposes of supporting student engagement in activities outside of the normal school hours. See Appendix D.
“Major Irregularity”	means a deviation from the RFP requirements which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the Proponent could gain an unfair advantage over competitors. The Consortium will reject any Proposals which contain a major irregularity.
“Mid Day Service” (“MDR”)	routes that service students during the school day who require modified day service from home to school/site or school/site or home or school/site to school/site during the window of time between morning and afternoon runs. MDR routes may include transfers and/or tiers. MDR are not subject to a 187-day guarantee, have no minimum kilometres and are subject to overtime if the route is greater than 90 minutes.

“Minor Irregularity”	means a deviation from the RFP requirements which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the Proponent would not gain an unfair advantage over other Proponents. The Consortium may permit the Proponent to correct a minor irregularity.
“Member School Boards”	means the Grand Erie District School Board, the Brant Haldimand Norfolk Catholic District School Board, and the Conseil Scolaire Catholique Mon Avenir and “Board” means any one of them.
“Must”	Use of the word Must in this RFP means the Proponent is required to comply with that Term/ Condition. Failure to comply would render the Proponent’s Proposal “Non-Compliant”. Once a Proposal is deemed Non-Compliant, it is rejected and no further evaluation will take place. Where the word Must has been used to represent a Mandatory Requirement, it has been highlighted in bold type.
“Persons”	means any natural person, sole proprietorship, body corporate, company or corporation with or without share capital, unincorporated entity or association, trust, trustee, executor, administrator or other legal personal representative, regulatory authority or other entity recognized as such by applicable law, however designated or constituted.
“Privacy Law”	means any law or regulation, of any nature, whether federal, provincial or territorial, dealing with Privacy Law, personal information protection and electronic documents protection and enforcement.
“Professional Activity Day(s)”	means a weekday on which no classes are held and, as a result, the Services to be provided are reduced or not required.
“Proponent”	means a Person who is qualified to provide the Services and submits a Proposal in accordance with the RFP.
“Proposal”	means the response of a Proponent to this RFP by way of submission of a form of offer and any and all other documents and information required by this RFP.
“RFP”	means this request for proposal process and the RFP document including all its attachments, as the context requires, and any Addenda that may be issued.
“School to School”	means routes that service students during the school day who need to attend an alternate school from their home school for Member School Board approved programs that are not available at their home school. See Appendix D.
“Services”	means all those services which are to be provided by the successful Proponent(s).
“Specifications”	means those stated requirements for the Services set out in this RFP.
“Submission Deadline”	means the deadline for submission of Proposals which is December 19, 2019 before 2:00.00 PM EST local time.

2.3 RFP Documents

Proponents shall promptly examine all RFP documents after receipt. Any errors, omissions or ambiguities discovered therein, prior to the Deadline #2 for Questions for RFP, should be reported to the person named in RFP Clause 2.8. Addenda will be distributed to all Proponents that have registered with the electronic portal, Biddingo (www.biddingo.com). Clarifications or information provided orally by the Consortium, or any other Person, in response to inquiries, are not binding on the Consortium and should not be relied upon by any Proponent unless a confirming Addendum is issued.

2.4 Award

The Consortium intends to award routes through this competitive procurement process and enter into an Agreement as set out in Appendix A with Proponents in accordance with Section 3 - Evaluation Process and Methodology. The award may be made to as many Proponents as deemed necessary to fulfill the anticipated requirements of the Consortium. Award of any Agreement will be subject to the restrictions set out in section 1.4.

Where there is a conflict between the terms of this RFP and the Agreement to be entered into by the Consortium and any Proponent, the terms of the Agreement shall govern.

2.5 Proponent

By submitting a Proposal, each Proponent shall be deemed to have represented and warranted to the Consortium and the Consortium shall be entitled to rely thereon as follows:

- 2.5.1 The Proponent, if incorporated, has full corporate power and/or authority to execute and deliver a Proposal to this RFP and to enter into an Agreement and to perform its obligations thereunder and carry out the obligations contemplated thereby. The execution, delivery and performance by it of the Proposal has been duly and validly authorized and no additional corporate authorization or action on its part is required in connection with the execution, delivery and performance by it of the Agreement;
- 2.5.2 This Proposal is, and the Agreement shall, be valid and binding obligations of Proponent;
- 2.5.3 The Services as well as any Intellectual Property used by the Proponent in connection with the provision of Services under an Agreement with the Consortium will be owned or duly licensed by the Proponent and will not violate or infringe upon any rights in respect of the Intellectual Property of any third parties;
- 2.5.4 At all times during the term of an Agreement, the Proponent shall comply with all applicable laws, regulations, rules and policies of any applicable government authority and shall obtain and maintain all required licenses, permits and other approvals which are required by any regulatory authority and shall furnish the Consortium with written evidence thereof, when requested and if possible; and
- 2.5.5 The Proposal, including the Contract Prices included in the Rate Bid Form, submitted by the Proponent in connection with this RFP was made without any connection, knowledge, comparison of figures or arrangement with any other Proponent making a Proposal for the same work, and was, in all respects, fair and absent of collusion and/or fraud.

2.6 Subcontractors

- 2.6.1 It is understood and agreed that successful Proponents are independent contractors and that the employees or agents of the successful Proponent will perform all services offered.
- 2.6.2 The Consortium must grant prior written approval for any assignments and all sub-contracts. The Consortium's consent to any assignment or subcontract, if given, shall, in no way, release the successful Proponent from its duties and obligations under the Agreement.

2.7 Addenda

All Addenda shall become an integral part of the RFP.

All Addenda will be issued and released via Biddingo. Before submitting its Proposal, Proponents are responsible for verifying that it has received all Addenda that have been issued.

The Consortium will not issue Addenda after 5:00.00 p.m. EST on December 9, 2019 without considering an extension of the RFP Submission Deadline.

2.8 RFP Contact

Proponents must direct all questions regarding the RFP via e-mail only, to the RFP contact, noted below:

To: Nancy Sauvé-Ramey, Supervisor of Purchasing Services
Email: purchasing@bhncdsb.ca

There are two opportunities for questions in this RFP and questions must be received by the RFP contact by 5:00:00 p.m. EST on the dates (local time) noted below:

1. Friday, November 22, 2019; and
2. Wednesday, December 4, 2019.

Questions received after 5:00:00 p.m. EST on, December 4, 2019 (local time) will not be considered and will not be answered. All questions received in the prescribed manner will be reviewed by the Consortium and will be responded to in an Addendum. The Proponent submitting the question will not be identified. Any interpretation, addition, deletion, correction, change or alteration to the RFP will be made by Addendum (as provided in RFP Clause 2.7- Addenda).

The Consortium will not be responsible for, and will not be bound by, interpretations, instructions, additions, clarifications, deletions, corrections, changes, alterations or amendments communicated orally, or in any manner other than by written Addenda.

2.9 Submission Deadline

Proposals **Must** be received before 2:00:00 PM EST Thursday, December 19, 2019, according to the 'Purchasing' electronic date and time stamp located in the reception area of the Catholic Education Centre located at the following address:

Brant Haldimand Norfolk Catholic District School Board
322 Fairview Drive, Brantford, Ontario N3R 2X6
Attention: Nancy Sauvé-Ramey, Supervisor of Purchasing Services

If the submission location noted above is closed due to inclement weather, or any other unforeseen reason, on the submission deadline date, the submission deadline date will be extended to the next business day the submission location is open. Proponents are solely responsible for checking the website (www.bhncdsb.ca), radio and/or social media for any closure updates or notices up to the submission deadline date of this RFP. Please note that closures do not always mean all schools/locations are closed. Proponents must confirm the status for the submission location noted above which is within City of Brantford - Zone 4.

Proponents are solely responsible for the method and timing of delivery of their Proposals. Late submissions will not be accepted regardless of circumstance. It is important to note that documents forwarded via Canada Post or Priority Courier may not be delivered directly to the submission address noted above and therefore will be delayed, in some cases, up to forty-eight hours or longer. The use of any means of delivery of a response shall be at the sole risk of the Proponent.

Proposals will be time and date stamped upon receipt by the Receptionist using the Purchasing electronic date and time stamp located at the Reception Desk. The Consortium is not responsible for Proposals that are delivered late to the Reception Desk because they were delivered to an address or location other than as specified above.

If a Proponent requires a receipt, the Proponent shall furnish such a document for the Board to sign as confirmation of receipt of the Proponent's Proposal. The Board will not produce/create a receipt on behalf of any Proponent.

2.10 Two Envelope Submission

Proposals must be submitted by the following method:

- a) Proposal submissions are to be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the Proponent, and the Proposal Submission Deadline;
- b) Contained within the Proposal submission and clearly marked Envelope I, Proponents **Must** submit:
 - one (1) original copy signed by an authorized representative (prominently marked "Original");
 - three (3) printed copies, of its Proposal and
 - One (1) copy on a searchable and unlocked USB flash drive.

Note: Appendix E – Rate Bid Form MUST not be included in Envelope 1 anywhere

- c) Contained within the Proposal submission **BUT in a separate sealed envelope** clearly marked Envelope II, Proponents **Must** submit:
 - one (1) original copy signed by an authorized representative (prominently marked "Original") of Appendix E – Rate Bid Form and
 - one (1) copy on a searchable and unlocked USB flash drive.

Envelope II should also be prominently marked with the RFP title and number (see RFP cover), with the full legal name of the Proponent.

Proposals submitted in any other manner will be disqualified.

Proposals submitted after the Submission Deadline will not be received or considered, and will be returned unopened. If no address is prominently displayed on the Proposal submission, the Consortium may open the submission for the sole purpose of identifying the Proponent so the submission can be returned.

The Consortium will not provide receipts for Proposals accepted. It is the responsibility of the Proponent to provide any required Proposal receipts and to obtain a dated signature from the Brant Haldimand Norfolk Catholic District School Board receptionist, or Brant Haldimand Norfolk Catholic District School Board staff member acting on behalf of the receptionist, receiving its Proposal and for ensuring that the Proposal is time stamped upon delivery.

2.11 No Influence

The Consortium prohibits its representatives from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of their duties, extend any gratuity or special favour to the Proponent, or to influence the outcome of any Proposal. The Consortium reserves the right to disqualify the Proposal of any Proponent who engages in any acts or practices which are either directly or indirectly, or may reasonably be perceived, either directly or indirectly, to be made for the purposes of influencing the outcome of this RFP process, the Proposal, or the Agreement, including in their favour.

2.12 Notification of Award to the Successful Proponents

The Consortium will advise the successful Proponents of its selection, and will require the Proponents to return a signed Agreement to the Consortium within ten (10) working days of notice of award.

Failure to return the Agreement within this time frame will entitle the Consortium to proceed with an award to the next highest scoring Proponent without further recourse or discussion with the original (higher scoring) Proponent.

Once all Agreements have been signed and returned, award results will be posted in the same manner as the RFP.

2.13 Debriefing

Proponents may request a debriefing after the notification of award. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of the notification of award. The intent of the debriefing session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing session provided is not for the purpose of providing an opportunity to challenge the procurement process. Member(s) of the RFP Evaluation Committee, along with the procurement specialists, shall conduct such debriefing sessions in accordance with the Broader Public Sector Procurement Directive published by the Government of Ontario, as the same may be amended, replaced or updated from time to time.

Any request that is received after the sixty (60) day period referred to above will not be considered and the Proponent will be notified in writing.

Proponents should note that, regardless of the time of submission of a debriefing request by a Proponent, debriefings will not be provided until after notification of award.

2.14 Bid Protest Procedure

In the event that a Proponent wishes to review the decision of the Consortium in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to the RFP Contact within ten (10) days from the debriefing.

A protest in writing shall include the following:

- a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) A specific description of each act alleged to have breached the procurement process;
- c) A precise statement of the relevant facts;
- d) An identification of the issues to be resolved;
- e) The Proponent's arguments and supporting documentation; and
- f) The Proponent's requested remedy.

2.15 No E-Mail or Fax

Proposals submitted by e-mail or facsimile will not be considered.

2.16 No Liability for Expenses

The Consortium shall not be liable for any expenses or costs incurred by any Proponent in the preparation and submission of a Proposal, the RFP process, including the evaluation and request for clarification processes, or in the negotiation, preparation and execution of the Agreement.

2.17 No Incorporation By Reference

The entire content of the Proponent's Proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the Proponent's Proposal will not be considered to form part of its Proposal.

2.18 Completeness Of Submissions

Proponents are required to, point by point, respond to each of the requirements in Section 4.2 Stage II - Technical Requirements and, where applicable, describe the Proponent's resources, capabilities and methods used in meeting the described requirements.

2.19 Employment Equity

In the spirit of employment equity, the Consortium encourages all Proponents to support equitable employment practices.

2.20 Environmental Protection

The Consortium intends that appropriate environmental protection practices are supported within the private sector. The Consortium therefore encourages Proponents to assume an active role in implementing environmentally sound business practices.

2.21 Right To Contract For Identical Or Similar Services

Entering into an Agreement with the successful Proponents shall not limit the right of the Consortium to contract for identical or similar services from any other Person or entity.

2.22 Irrevocable Proposal

The Proposal, once submitted, may be accepted by the Consortium, in whole or in part, for a period of one-hundred and twenty (120) days from the Submission Deadline, and is irrevocable during this period.

2.23 The Consortium's Rights

The Consortium reserves the right to:

- 2.23.1 exercise any of the rights set out in this RFP;
- 2.23.2 make public the names of any or all Proponents;
- 2.23.3 request written clarification or the submission of supplementary written information from any Proponent, and incorporate a Proponent's response to that request for clarification into the Proponent's response;
- 2.23.4 meet with some or all Proponents to discuss aspects of their Proposals;
- 2.23.5 verify with any Proponent, or with a third party, any information set out in a Proposal;
- 2.23.6 verify with a Proponent that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract, where in the sole discretion of the Consortium, it receives a submission from a Proponent with a price that is abnormally lower than prices in other Proposals;
- 2.23.7 check references other than those provided by any Proponent;
- 2.23.8 disqualify any Proponent whose submission contains misrepresentations or any other inaccurate or misleading information;

- 2.23.9 waive any information or minor irregularity at the Consortium's discretion (without this bid being considered to be amended);
- 2.23.10 afford an opportunity to a Proponent to correct unintentional errors of form between the opening of tenders and the awarding of a contract and, if it does so, the Consortium shall afford the same opportunity to all participating Proponents;
- 2.23.11 disqualify any Proponent or the submission of any Proponent who has engaged in conduct prohibited by this RFP;
- 2.23.12 disqualify any Proponent whose capacity, integrity, or financial ability is, or whose previous experience with the Consortium has been unsatisfactory to the Consortium in its sole and unfettered discretion;
- 2.23.13 make changes, including substantial changes, to this RFP in the manner set out herein;
- 2.23.14 cancel this RFP process at any stage;
- 2.23.15 cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- 2.23.16 reject any or all Proposals at the Consortium's sole discretion;
- 2.23.17 select three or more Proponents as preferred Proponents;
- 2.23.18 negotiate;
- 2.23.19 terminate negotiations of a contract with any preferred Proponent at any time and for any reason without liability to such Proponent.

These reserved rights are in addition to any other rights which may be implied in the circumstances, and the Consortium shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any party resulting from the Consortium exercising any of its express or implied rights under this RFP.

2.24 Right to Consolidate, Reduce or Expand Requirements

The Proponent's attention is drawn to the provisions of the Agreement, which allows the Consortium to consolidate, amend or reduce service requirements during the period of the Agreement. If routes are modified, the rate will be adjusted based on the reduction in kilometres. If a route is modified requiring a change in vehicle type, the rate will be adjusted based on the rate for the appropriately sized vehicle.

The scope of the services has been divided into geographic bundles. Additional routes may be added to the geographic bundles during the duration of the Agreement for numerous reasons, including and not limited to population growth. The Consortium reserves the right to limit the number of additional routes given to a successful Proponent during the Agreement that are outside the bundles listed within this RFP. The Consortium reserves the right to limit the number of additional routes given to any successful Proponent based on the Consortium's understanding of the successful Proponent's capabilities. Past performance, availability of proponent's fleet and ability to complete the Services within a timely and effective manner will be used in the selection process for these additional Services. In addition, Routes included as part of this Agreement may be re-assigned if service levels fall below an acceptable level.

If additional Service requirements are required on any route that are outside the original scope of work, the Consortium reserves the rights to engage in the following:

- a) enter into discussions with the second-highest ranked Proponent in the event that discussions with the Successful Proponent are unsuccessful;

- b) enter into discussions with the third-highest ranked Proponent in the event that discussions with the second-highest ranked Proponent are unsuccessful.

2.25 Information in RFP Only An Estimate

The Consortium and their advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scope of the Services required. Estimates will be based on current services provided or known service changes foreseen to take effect at the start of the Agreement.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

2.26 Vendor Of Record Arrangement

In addition to the Services outlined within this RFP, Proponents that pass Stage II- Technical Requirements will be used to establish a list of pre-qualified Suppliers in a Vendor of Record (VOR) Arrangement for other transportation services not covered by this RFP (i.e. charters or extra curricular school trips). At its sole and absolute discretion, the Consortium reserves the right to procure additional transportation services from the pre-qualified VOR Suppliers. The Consortium makes no guarantee of the value or volume of work that pre-qualified VOR Suppliers may receive through the VOR arrangement. The value and volume of the services, if any, will depend on a variety of factors including budgetary approvals. The pre-qualified VOR Suppliers will not be exclusive Suppliers for the provision of services not covered by this RFP. The Consortium may contract with others for the same or similar services. It does not bind the Consortium or constitute an offer of any nature or kind whatsoever by the Consortium to any, or all of the Suppliers. This VOR Arrangement is not intended to create, and should not be construed as creating, any contractual relations between the Consortium and any Supplier.

2.27 Municipal Freedom Of Information And Protection Of Privacy Act ("MFIPPA")

The Proposal and supporting documentation become the property of the Consortium. Information provided by a Proponent in a Proposal is subject to potential scrutiny by other parties after the award, according to the provisions of MFIPPA. The Proponent acknowledges that any personal or other confidential information which the Proponent provides is being collected and will be used exclusively for the purposes of analyzing, evaluating and assessing Proposals submitted. Any information the Proponent wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information as well as the total dollar value of the Proposal, must be clearly identified as such, and any proposed restrictions on disclosure specified. For purposes of a report to the Consortium, unit costs, as well as the total dollar value of a Proposal, may be reported to the Member School Boards and may be reported in a public report, and will not be considered confidential. The Consortium may be ordered by the Information & Privacy Commissioner of Ontario, under the provisions of MFIPPA, to disclose information identified as proprietary and confidential. Requests for information must be made in writing to the Privacy Manager of the Brant Haldimand Norfolk Catholic District School Board.

Notwithstanding the foregoing, prior to the Consortium's determination that any parts of the Proposal are to be disclosed as required by law, the Proponent shall be provided with written notice of the potential disclosure and accorded all rights that it may have in law, including the right to challenge such disclosure. In addition, Proponents are hereby notified that Proposals will, as necessary, be disclosed on a confidential basis to the Consortium's professional advisors.

2.28 Personal Information Protection And Electronic Documents Act

Proponents shall comply with all Federal laws of Canada and the Province of Ontario with respect to Privacy Law.

The Proponent represents and warrants that if the Proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any Agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, including any amendments thereto ("PIPEDA"), the Proponent shall ensure PIPEDA compliance of:

- 2.28.1 All PIPEDA Protected Information the Proponent collects directly from the individuals or indirectly from the Consortium or others;
- 2.28.2 All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligations under any Agreement; and,
- 2.28.3 All PIPEDA Protected Information the Proponent transfers or discloses to the Consortium.

For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.

2.29 Interpretation of the RFP and the Agreement

The Consortium representative(s) is in the first instance the interpreter of the Agreement and the judge of the Proponent's performance. The Proponent shall provide Services in accordance with the decisions and directions of the Consortium representative given under this section. The Consortium representative shall decide on the completeness and adequacy of the Services and on any question arising between the parties and, in particular, without limiting the generality of the foregoing, any questions as to:

- a) the meaning of anything in this RFP;
- b) whether or not the labour, services, equipment or supplies provided by the Proponent for providing the Services under the Agreement is adequate to ensure that the Agreement will be carried out in accordance with its terms; and,
- c) whether or not the Services are properly provided under the Agreement.

2.30 Governing Law

The construction, performance and interpretation of this RFP and the Agreement shall be governed by the substantive laws of the Province of Ontario, Canada (without regard to its principles of conflicts of law) provided that if the foregoing laws are modified during the Term in such a way as to adversely affect the original intent of the parties, the parties shall negotiate in good faith to amend the Agreement to effect their original intent as closely as possible. The Consortium and each Proponent irrevocably attorn and submit to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

2.31 Dispute Resolution

The Proponent must note and agree to the Dispute Resolution mechanism in the Agreement in Section 15.6 Dispute Resolution – For disputes that do not impact health and safety.

2.32 Confidentiality

The Proponent shall hold in confidence, during and after the termination or expiration of the RFP process and/ or the Agreement and not disclose, provide or otherwise make available, in whole or in part, to any third part/ person without prior consent of the Consortium, the Contract price or any information that is disclosed by the Consortium to the Proponent with respect to the operations of, the purchasing of, the Services, or the activities of the Consortium and any and all information relating thereto or designated proprietary by the Consortium (collectively the "Proprietary Information"). The Proponent shall ensure that only its employees with a need to know the Proprietary Information shall have access to it and then only if those employees have entered into a confidentiality and use restriction Agreement,

obligating them at least to the same extent as the Proponent is obligated hereunder. The Proponent shall exercise a standard of care with respect to the Proprietary Information that is no less than the standard of care the Proponent exercises under their corporate policy for confidentiality and use restrictions.

2.33 Due Diligence

The Consortium may, in its sole discretion, verify any statement or claim contained in the Proposal or made subsequently in any site visit or communication with the Consortium. That verification may be made by whatever means the Consortium deems appropriate and may include (without limitation) contacting:

- a) any person identified in the Proposal;
- b) site visits;
- c) requests for clarification; and,
- d) third party verification.

This will be used to provide assurance to the Consortium of the Proponent's ability to provide the Services over the term of the Agreement and will provide evidence that the processes described by the Proponent are a current practice. Misrepresentation of any requirement may result in immediate disqualification.

Should the Consortium choose to carry out any verification for statement(s) or claim(s) made by the Proponent as part of this RFP, the Consortium is under no obligation to inform the Proponent that it is doing so or of the nature of the information being sought.

In submitting a Proposal, the Proponent consents to the Consortium verification in accordance with this subsection. A third-party verification of all successful Proponents may be arranged prior to final award.

The Consortium is not obliged to verify any aspect of a Proposal or other communications or statements by a Proponent, including (without limitation to) any ambiguity in a Proposal or in a statement made by the Proponent in a site visit.

2.34 Duty to accommodate

The proponent covenants and agrees to ensure that the Services provided hereunder are consistent with the Ontario Human Rights Code, the Ontarians Disability Act, 2001, and the Accessibility for Ontarians with Disabilities Act, 2005, and their respective regulations in order to achieve accessibility for Ontarians with disabilities. Without limited the generality of the foregoing, the Proponent covenants and agrees to comply with each of the Member School Board's accessibility standards, policies, practices and procedures, as same may be in effect during the term, and apply to the Services to be provided hereunder by the Proponent.

SECTION 3. EVALUATION PROCESS AND METHODOLOGY

3.1.1 Stage I – Mandatory Requirements

Stage I will consist of a review of each Proposal for compliance with all of the mandatory requirements as set out in Section 4.1 - Stage I - Mandatory Requirements. Proposals which comply with the mandatory requirements will be further evaluated in Stage II. Proposals which do not comply with the mandatory requirements will be disqualified and not evaluated further.

3.1.2 Stage II – Technical Requirements

Upon successful completion of Stage I, the Proposal will advance to Stage II, which will consist of the Evaluation Committee scoring each compliant Proposal on the basis of the Technical Requirements. Stage II consists of forty (40) points and is weighed at sixty five percent (65%) of the overall RFP score.

Points will be assigned solely on the basis of the responses provided to the specific questions detailed in Section 4.2 - Stage II - Technical Requirements. **No assumptions will be made.**

Responses must be submitted in compliance with the page restrictions detailed in 4.2.

Each category will be rated as follows:

- **Exceed stated requirement(s) / expectation(s)**: a response that exceeds the stated requirement(s)/ expectation(s) of the topic; responses at this level will receive a **score of 4**.
- **Meets stated requirement(s) / expectation(s)**: a response that meets the stated requirement(s)/ expectation(s) of the topic; responses at this level will receive a **score of 3**.
- **Almost meets stated requirement(s) / expectation(s)**: a response that almost meets the stated requirement(s)/ expectation(s) of the topic; responses at this level will receive a **score of 2**.
- **Does not meet stated requirement(s) / expectation(s)**: a response that does not meet the stated requirement(s)/ expectation(s) of the topic; responses at this level will receive a **score of 1**.
- **No response provided**: A response that does not address the requirement(s) / expectation(s) of the topic. responses at this level will receive a **score of 0**.

Note: Proponents must score a minimum of thirty (30) in Stage II- Technical Requirements to proceed to Stage III - Financial Proposal.

3.1.3 The Consortium May Seek Clarification and Incorporate Response into Proposal

The Consortium reserves the right to seek clarification and supplementary information relating to the Proposal from Proponents after the Proposal Submission Deadline either in writing, via email, or by meeting with a Proponent in person to clarify or verify details of the Technical Requirements of the Proposal to allow for a comprehensive assessment of the Proposal. That verification may be made by whatever means the Consortium deems appropriate and may include (without limitation):

- a) contacting any person identified in the Proposal;
- b) site visits;
- c) requests for clarification; and,
- d) third party verification.

Should the Consortium choose to carry out any verification; the Consortium is under no obligation to inform the Proponent that it is doing so or of the nature of the information being sought. In submitting a Proposal, the Proponent consents to the Consortium's verification in accordance with this subsection. A third party verification of all selected Proponents may be arranged prior to final award by the Consortium.

Supplementary information received by the Consortium from a Proponent shall, if accepted by the Consortium, form an integral part of that Proponent's Proposal.

In the event that the Consortium receives information at any stage of the evaluation process which results in earlier information provided by the Proponent being deemed by the Consortium to be inaccurate, incomplete or misleading, the Consortium reserves the right to revisit the Proponent's compliance with the mandatory requirements and/or adjust the scoring of Technical Requirements.

3.1.4 Stage III – Financial Proposal

Upon successful completion of Proponents meeting the minimum score for Stage II, the sealed pricing envelope will be opened and Stage III will consist of a scoring of the pricing submitted. Stage III is weighted at thirty-five percent (35%) of the overall RFP score.

As the requirements and expectations for the contract are clearly defined in the Agreement, it is believed that price submissions should accurately reflect the costs associated with providing the identified services. As a result, pricing will be evaluated and scored based on the lowest price for each bundle identified in the submitted Bid Rate Form. Thirty-five (35) points will be awarded to the lowest total cost submitted, for each bundle, with five (5) points being deducted for every one percent (1%) a submission is higher than the lowest bid. For prices submitted that are greater than seven percent (7%) above than the lowest submitted price, a score of zero (0) will be allocated to that bundle for the pricing component.

For example: the following rates and scores would be allocated to Bundle X:

	Proponent 1	Proponent 2	Proponent 3	Proponent 4
Bundle Submission	\$ 14,996.40	\$ 14,520.14	\$ 14,758.27	\$ 15,710.79
% higher from lowest	3.28%	0.00%	1.64%	8.20%
Pricing score received	18.60	35.00	26.80	0

For greater clarity, the calculation used to determine pricing score received is:
 Max Points for technical in zone – (% higher than lowest*100% * deduction factor)
 35-(% higher than lowest*100*5)

3.2 Cumulative Score

At the conclusion of Stage III, all scores awarded for Stage II and Stage III will be added and the highest scoring Proponent for each bundle, will be selected to enter into the Agreement attached as Appendix A to this RFP. Note: Reference RFP Clause 1.4 – Competition Award Quota.

The Consortium reserves the right to calculate the cumulative score rounded to two decimal places.

3.3 In the Event of a Tie Score

In the event of a tie score (upon completion of the cumulative score as indicated above in 3.2), the Proponent with the highest cumulative score in Stage II - Technical Requirements will be deemed to be the Proponent with the highest score. If a tie score still exists, the Consortium will use a coin toss to break the tie. Each Proponent involved will be invited to the Brant Haldimand Norfolk Catholic Education Centre, where they will be joined by some or all members of the Evaluation Team and a Member Board employee who was not involved in the development of the RFP and/or evaluation of the submissions. The Proponent, who submitted its bid first, according to the date and time stamp, will be the caller of heads or tails. The Member School Board employee who was not involved in the development of the RFP and/or evaluation of the submissions will be the coin tosser. All Proponents who submit a proposal in response to this RFP agree to abide by this process. The decision of the coin toss is final.

3.4 In the Event a Proponent is Highest Ranked for More Than Three (3) bundles

In the event that a Proponent is the highest ranked Proponent in more than three (3) bundles, the Consortium, in its sole and unfettered discretion, will determine which 3 bundles to award to the highest ranking Proponent. The bundle(s) not awarded to the highest ranking Proponent will be awarded to the second highest ranking Proponent for the bundle(s).

SECTION 4. SUBMISSION REQUIREMENTS

4.1 Stage I - Mandatory Requirements

Mandatory Requirements are requirements that must be met by the Proponents. Failure to comply with these requirements shall render the entire response as non-compliant.

Mandatory Requirements are to be included with a Proposal. For purposes of financial information, Proponents who are a subsidiary of a public company need only provide the public company information.

Requirement Title	Submission Requirements
Delivery Location for RFP	All Proposals Must be delivered to the Brant Haldimand Norfolk Catholic District School Board – Catholic Education Centre at 322 Fairview Drive, Brantford, ON, N3R 2X6.
Deadline for Submission of RFP	RFPs Must be delivered to the specified location before 2:00.00 PM Eastern Standard Time on Thursday, December 19, 2019.
Ability to Meet the Insurance Requirements	The insurance requirements related to the Services to be provided, are described in Article 7, Insurance in the Agreement (Appendix A) and are the minimum requirements that are acceptable to the Consortium. At the time of Proposal submission, the Proponent Must provide evidence, in the form of a letter from a recognized Canadian Insurance Broker and/or a letter from a recognized insurer and/or a current Certificate of Insurance supporting the Proponent's ability to acquire insurance coverage to the standard and terms defined in this RFP. At the time the Agreement is signed, the Proponent is required to provide copies of the Certificates of Insurance as noted in Article 7, Insurance, of the Agreement. Must include in Envelope I.
Form of Offer	The Proponent Must complete and return the Form of Offer identified as Appendix B. The Form of Offer shall be signed by an authorized representative of the Proponent, in the space provided. The Proponent Must confirm that it has received all Addenda by listing the Addenda numbers in the Form of Offer. Must include in Envelope I.
CVOR Level I Abstract	Proponents Must provide a CVOR Level I Abstract obtained within three (3) months of the time of submission and Must have a current rating of Satisfactory-Unaudited or better. Must include in Envelope I.
WSIB Clearance Certificate	Proponents Must provide a valid WSIB Clearance Certificate and Workplace Injury Summary Report. Must include in Envelope I.
Financial Standing	Proponents Must provide reference letter(s), from Canadian Financial Institution(s) providing banking or credit facilities to the Proponent, indicating the current sound financial status of the Proponent. Must include in Envelope I.
Technical Requirements	Proponents Must include in Envelope I the Technical Requirements of RFP (See Section 4, Item 4.2). Proponents Must follow the RFP submission process for Envelope I (as stated in Section 2, Item 2.11(b)). Do not include the Rate Bid Form (Appendix E)
Rate Bid Form	The Proponent Must provide a fully completed, unconditional, Rate Bid Form (Appendix E) identified as Envelope II - Rate Bid Form. (Sealed in a separate envelope as per Section 2.11, Two Envelope Submission). Note: All prices are in Canadian Funds.

DISCLAIMER: The Consortium has included the Table in Section 4, Item 4.1 Stage I - Mandatory Requirements as a checklist and to highlight to Proponents items in this RFP that require a Proponent response and compliance to related instruction. However, it is the sole responsibility of each Proponent to

ensure it has met all mandatory requirements; the Consortium will not be held responsible for any errors or omissions to this Section.

4.2 Stage II - Technical Requirements

The following items are to be addressed by each Proponent.

- 4.2.1 The criteria for each requirement are shown in the column "Submission Requirement/ Details".
- 4.2.2 The relative weight of each requirement is shown in the column "Requirement Weight".
- 4.2.3 Responses must be limited to the "Page Limit" and "Page Restrictions" as the stated expectations in the Technical Submission. Portions of a response that exceed the maximum page limit or page restrictions will not be evaluated.

Proposals which comply with all mandatory requirements will be evaluated against the criteria listed below. Each criterion will be evaluated on a score of 0 to 4 as listed in the score description matrix noted above the "Submission Requirement/ Details. Definitions of each score (0 to 4) is found in 3.1.2. Scores will then be converted according to the weight assigned in points.

For example, a criterion with a weight of 2 points given a score of 3 (Meets stated requirement(s)/ expectation(s)) will receive 1.50 points;
or put otherwise, (score on requirement/ max score) X weight of requirement = $(3/4)*2 = 1.50$

Page Restrictions: Page Size: 8.5 x 11 inches, no smaller than 1 inch margins, font = Arial or Times New Roman no smaller than size 11.

Score	Description
4	Exceeds stated requirement(s) / expectation(s)
3	Meets stated requirement(s) / expectation(s)
2	Almost meets stated requirement(s) / expectation(s)
1	Does not meet stated requirement(s) / expectation(s)
0	No response provided

Direct Agreement sections have been provided in the table of submission requirements for each Requirement. The direct Agreement sections are listed to aid Proponents in completing their technical submission. The sections listed do not represent indirect technical requirements set forth in the Agreement.

Requirement Title	Submission Requirement/ Details	Direct Agreement Section(s)	Requirement Weight	Page Limit
1. Organizational Structure & Values	a) Mission & Values & Bid Intention – provide your company’s mission statement, history and the values that are integral to your company being a high performer. Please describe your strategic goal in responding to this procurement process. Please list the bundle(s) contained in your bid and your interest in bidding on each bundle specifically.	5.2, 5.3, 5.4, 5.5, 5.8	1	2
	b) Organizational Structure – provide an overview of your organizational structure, including all positions relevant to this Agreement, that support your Proposal. If available, please provide names associated with each position.		1	1
	c) Position Description/Contingency - provide the position descriptions of staff who will be used to service the Agreement, including scalability based on bundle(s) awarded. Describe your contingency plan in the event of a key staff member being absent. Describe your deployment plan in each of the bundles being bid on as part of the Agreement.	9.5b, 13.1 b, 11.2	1	2
2. Drivers and Monitors	a) Recruitment –describe how you intend on recruiting the appropriate number of properly skilled and licensed drivers to fulfill the requirements of the Agreement; include detailed descriptions on all advertising mediums employed and associated metrics.	8.6, 10.2	2	1
	b) Compensation - provide details on your driver and monitor compensation model(s) that you will implement as part of this contract, including rates of pay.	1.3	1	1
	c) Contingency/ Spare Drivers – describe the details on your planned ratios/ percentages for contingency/ spare drivers/ monitors and all historical metrics to support your plan. Describe your deployment plan in each of the bundle(s) being bid on as part of the Agreement.	10.2	1	1
	d) Initial Training – describe your initial training program, including knowledge verifications, tests and reviews, and how the program will meet the requirements of this Agreement and keep students safe.	Schedule A	4	2
	e) Ongoing Training - describe your ongoing training program, including knowledge verifications, tests and reviews, and how the program will meet the requirements of this Agreement and keep students safe.	Schedule B	3	2
	f) Retention – describe how you intend on retaining employees throughout the life of the Agreement to ensure service continuity and high levels of customer service are maintained.	8.6	3	1

3. Fleet	a) Vehicles – describe the fleet that would be utilized to meet the service requirements of the Agreement; include details on age of vehicles, at on-set and during the Agreement.	9	2	1
	b) Equipment / Technology – describe the equipment/ technology that will be employed to meet the service requirements of the Agreement by vehicle class.	9.1	1	1
	c) Contingency/ Spare Vehicles – describe the details on your planned ratios/ percentages for contingency/ spare vehicles. Please provide details per zone on your strategy.	9.3, 9.12	1	1
	d) Parking Strategy – describe the details on your planned depot/ parking locations and how this will meet service requirements of the Agreement. Please provide details per zone on your strategy.	11.2	1	1
	e) Maintenance Schedule – provide the details of your planned maintenance schedule for the vehicles which will be utilized to service the Agreement; include any details on technologies or processes used to proactively identify issues.	9.7, 9.8, 9.10	2	1
	f) Cold and Inclement Weather – describe the process that will be used to ensure the fleet is able to meet the requirements of the Agreement on cold and inclement weather days. Please include details on the role(s) that Maintenance and/or Office staff will play. Please also describe all proactive measures used to prepare the fleet for the winter season.	9.12, 11.2	1	1
4. Customer Service	a) External Communication – describe the process and technologies that will be utilized to ensure that all external stakeholders are communicated with in a timely fashion. Please describe your staffing strategy on school days, specifically during Route times when students are being transported.	9.5b, 11.1, 11.2, 11.3	2	2
	b) Internal Communications – describe the process and technologies that will be utilized to ensure that all internal stakeholders are communicated with in a timely fashion. Please include company expectations relating to communication expectations.	3.1, 5.2, 9.5, 11.2, Schedule G	2	1
	c) Responding to Emergencies – describe the process, including position of those involved, when responding to an emergency situation. Please describe the communication and response timelines as well as data recording requirements of the event.	13	4	2

5. Student Safety and Well-being	a) Behaviour Management - describe your process to track and trend issues being experienced on vehicles providing service to the Agreement. Please describe the proactive procedures which are in place to rectify driver concerns over student behaviour and/or student/ parent concerns over driver behaviour.	11.5f	3	1
	b) Safety Training Programs - describe the qualifications and past experience staff have relating to training in evacuation drills and First Ride programs and how these qualifications/ experience would be used to meet the safety training needs under the Agreement.	4, Schedule B	1	1
	c) Safe and On-time Delivery – describe the process that will be used to ensure that all students who are identified by the Consortium as Must Be Met are met, and that those with specialized needs receive the care that they require. Please also describe the processes or technology that you employ to ensure that routes run on time.	3.1, 5.2, 8.7, 9.5, 11.2, Schedule B	3	1

Stage III – Financial Proposal

4.3 Pricing Instructions

Total Daily Rate

Proponents **Must** provide in the Envelope II - Rate Bid Form a Base Rate and a Variable Rate. These will be combined to create the Total Daily Rate. The Total Daily Rate is to include, but is not limited to:

- a) amortized purchase and interest costs of vehicle over lifespan of vehicle less disposal value,
- b) amortized vehicle peripherals (additional equipment beyond standard vehicle features as required by this Agreement) including: Strobe light on all D-250 and D-409 class vehicles,
- c) pre-trip inspections and maintenance (scheduled or otherwise),
- d) licensing and insurance, the wage (2020-21 for full-size vehicle = minimum\$56/day) and all other costs to provide a driver for the vehicle for a standard three (3) hour driving day and including training, insurance, licensing, benefits and all other employee costs,
- e) spare driver and vehicle costs,
- f) parking and maintenance facilities,
- g) administration staff and facilities,
- h) fuel component set at the Ministry of Education's peg price for diesel (determined annually and announced with the Grants for Student Needs)
- i) any other operating costs; and
- j) reasonable profit margin.

Base Rate

The Base Rate proposed by the Proponent shall include 180 minutes of Routed Time and the fixed costs to operate the vehicle for each day of the duration of the Agreement. The Proponent must note that the Base Rate does not include kilometres travelled during this period. The Proponent shall propose an Overtime Rate for routes which exceed the 180 minute threshold. Overtime Rates shall be proposed on a cost per hour basis but applied in fifteen (15) minute increments.

Variable Rates

The Variable Rates will be used to compensate Proponents for vehicle usage during the course of the route. The Proponent shall propose a variable rate and fuel consumption rate, excluding fuel cost as this will be set by the Ministry of Education annually (Fuel Escalator and De-escalator Component, SB Memo 18, May 4, 2009). Items in the Variable Rate will include, but are not limited to wear and tear on the vehicle, as well as scheduled and unscheduled maintenance. In addition, the Consortium acknowledges that a significant cost to the Operator is fuel and has established a fuel fluctuator mechanism for the direct cost fluctuations as defined in Schedule E of the attached Agreement.

Note: Fuel cost will be added to the proposed Variable Rate using fuel consumption provided by the Proponent. The fuel rate used in the fuel portion of the Variable Rate will be set at the non-adjusted peg price set by the Ministry of Education in the annual Grants for Student Needs.

Kilometres are based on first pick up to last drop off, then shortest distance back to the first pick up both morning and afternoon as calculated using the planning software used by the Consortium. These kilometres are otherwise known as 'Ministry calculated kilometres'.

Total Daily Rate

For greater clarity, the Total Daily Rate is the summation of the Base Rate and Variable Rates per Route per day. In addition, the Total Daily Rate includes the Consortium's preferred Optional Technology deployment percentages (100% GPS and 15% Video Cameras).

4.3.1 Additional Information for Proponents Regarding the Rate Bid Form

The Proponent is to propose a firm Base Rate and Variable Rates for the first year of the Agreement. Any increases to the Base Rate and Variable Rate after the first year of the Agreement will be in accordance with Schedule D – Rates of the Agreement attached as Appendix A.

All prices **Must** be stated to be exclusive of H.S.T. and must be in Canadian dollars.

4.3.2 Evaluation of Pricing

The cost for each bundle will be calculated using the file provided in Appendix E: Bid Rate Form. The Total Evaluated Cost for each bundle, will be calculated for each Proponent, based on the Total Daily Rate for all vehicle classes in the bundle. The lowest total evaluated cost for each bundle and will be used as the denominator against which all other submissions are compared. Refer to Section 3.1.4 for details on how points will be awarded for the financial section of the RFP.

Details on how the Total Evaluated Cost for each zone is calculated can be found in the file provided in Appendix E: Bid Rate Form on the tab labelled Instructions and on the top of the tab labelled Bid Rate Form

SECTION 5. OPTIONAL PRICING PROPOSALS FOR TECHNOLOGY

5.1 CAMERA SYSTEMS

Proponents are invited to include in their Proposal an “optional price” for the following:

To provide camera system(s), as specified below, on any D250 and/or D409 class vehicle(s) that the Proponent is contracted to provide services for as specified in this RFP.

The camera system(s) sought by the Consortium must meet or exceed the specifications as identified in the file Camera System Specs_STSBHN.docx, that the Proponent can retrieve in the same manner for obtaining this RFP document. The Consortium has found a solution which meets all of the specifications as detailed in the above mentioned document and has negotiated a price with the supplier. For additional product information, Proponents may choose to contact Patricia Turner by phone at: 438-868-8555 or by email at: pturner@gatekeeper-systems.com and reference the STSBHN camera quote.

The Proponent pricing for camera system(s) will include the supply and installation of these units, and any other costs related to the use and maintenance, such as (but not limited to) re-alignment and/or replacement of damaged/ malfunctioning components of the system for the full term of the Agreement, including any optional extension year(s).

Camera system(s) will be leased / purchased by the Operator, not the Consortium. The Consortium will not be responsible for any warranty and/or maintenance of camera system(s).

Optional pricing for camera system(s) is to be submitted in the CAMERAS section of the file referred to in Appendix E: Bid Rate Form and will be part of the evaluated bundle bids with fifteen percent (15%) of each D250 and/ or D409 class of vehicle assumed to be equipped.

Pricing is provided as an option only for the consideration and possible acceptance by the Consortium. The Consortium is not required to accept any or all prices for the camera system(s).

5.2 GPS SYSTEMS

As the use of GPS technology is of great benefit to both the Proponent and the Consortium, Proponents are invited to include in their Proposal an “optional price” for the following:

To provide Global Positioning Systems (GPS) devices on all vehicles that the Proponent is contracted to provide services for as specified in this RFP.

The GPS unit sought out by the Consortium must be compatible with the Consortium’s software, BusPlanner by GeoRef. For additional product information and to confirm which GPS systems have the ability to communicate with the route planning software, Proponents should contact GeoRef Systems Ltd at 1-866-251-3721.

The Proponent pricing for GPS unit(s) will include the supply and installation of these units, and any other costs related to the use and license of GPS units, such as (but not limited to) monthly cellular data fee and annual update fees for the full term of the Agreement, including any optional extension year(s).

GPS units will be leased / purchased by the Operator, not the Consortium. The Consortium will not be responsible for any warranty and/or maintenance of GPS units.

Optional pricing for GPS units is to be submitted in the GPS section of the file referred to in Appendix E: Bid Rate Form.

Pricing is provided as an option only for the consideration and possible acceptance by the Consortium. The Consortium is not required to accept any or all prices for GPS units.

APPENDIX A: THE AGREEMENT

Proponents will retrieve Appendix A – The Agreement in the same manner for obtaining this RFP document. The file name is: Appendix A_STSBHN Operator Agreement_final.pdf

APPENDIX B: FORM OF OFFER

Proponents will retrieve Appendix B – Form of Offer in the same manner for obtaining this RFP document. The file name is: Appendix B_FORM OF OFFER.pdf

APPENDIX C: ROUTE INFORMATION

Proponents will retrieve Appendix C – Route Information in the same manner for obtaining this RFP document. The file name is: Appendix C_Routes_by_Zone_STSBHN2019.xlsx.

APPENDIX D: Additional Requirements

The Additional Requirements may be awarded to successful Proponent(s) of home-to-school routes at the discretion of the Consortium. The Consortium reserves the right to split the services listed below between successful Proponents or to award one-hundred percent (100%) to a single Proponent.

Proponent(s) assigned the Additional Requirements will be compensated at the rates as specified in Appendix A: The Agreement.

Approved programs are determined by the Member School Boards annually and are subject to change.

The currently approved **school-to-school** transportation programs are:

- Magnet: (program held at Tollgate Tech) Transportation provided daily in PM only.
 - From Paris District Secondary School
 - From Pauline Johnson Secondary and Brantford Collegiate Institute
 - From North Park Collegiate

The currently approved **late-bus** scheduled runs are:

- From Assumption College to: Caledonia/ Ohsweken
- From Holy Trinity Catholic High School to: surrounding towns

Note: Late bus services are on an “as needed” basis and do not follow a prescribed schedule.

The currently approved **summer school** schedule has FOUR (4) secondary school locations hosting the summer school program. The two (2) host schools in the Brant/ Brantford area are Brantford Collegiate Institute and St. John’s College. The two (2) host schools for Norfolk and Haldimand County are Hagersville Secondary School and Holy Trinity Catholic High School. The program runs Monday to Friday for four (4) weeks in July. The Consortium will contract with operator(s) for this service and will use the Fixed and Variable Route rates, as submitted in the Bid Rate Form, as the basis for payment for services provided for this service.

APPENDIX E: Rate Bid Form

Proponents will retrieve Appendix E – Rate Bid Form in the same manner for obtaining this RFP document. The file name is: Appendix E_BidRateForm_STSBHN_final.xlsx

APPENDIX F: BUNDLE MAPS

Proponents will retrieve Appendix F – Bundle Maps in the same manner for obtaining this RFP document.
The file name is: Appendix F_Bundle Maps.pdf