



Student Transportation Services: Request for Services (RFS)

>insert consortium

RFS > insert number

Issue Date: **>insert**

Submission Deadline: **> insert date**, 4:00:00 p.m.

>insert time zone

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SECTION 1: INTRODUCTION

The Consortium, >insert, is initiating the second stage of its two-stage procurement process for the acquisition of safe, effective and efficient home to school student transportation services with the issuance of this Request for Services (“RFS”). Through this RFS, the Consortium is inviting responses (“Submissions”) from Suppliers qualified in stage one, the RFSQ stage, and referred to as “Qualified Suppliers.” For clarity, it is a precondition for participation in this RFS process that a proponent be a Qualified Supplier. The Consortium will not accept or evaluate a Submission received from any other entity including, without limitation, an entity which is related to or associated/affiliated with a Qualified Supplier.

The Statement of Work (“SOW”) in Section 2 of this RFS describes the specific requirements of the Consortium for student transportation. The process by which Qualified Suppliers will be evaluated and selected for contract award is set out in Section 3. More than one Qualified Supplier may be selected for contract award based on the Submission Evaluation Process outlined in Section 4.

[The below text is optional language at the discretion of the Consortium. However, the language must accord with an approved procurement policy. The language must also be clear in terms of how the threshold will be applied.

Consortia should note that the below language would apply to all routes provided by the Consortium – not just the routes in this competition. This fact needs to be clear in the final language.]

It is the intent of the Consortium to encourage competition and diversity. In accordance with the Consortium’s >insert name policy, no Successful Qualified Supplier shall be contracted to provide more than >insert % of the routes in any >insert geography. This threshold for the maximum percentage of routes applies to all routes in this competition (see Appendix C) and all routes not part of this competition. The proportion of routes provided by associated companies, as defined by the Income Tax Act of Ontario, even if the associated companies are each Qualified Suppliers, will be considered in aggregate in order to apply the policy. In accordance with the foregoing, and notwithstanding that it may be permitted by applicable law, the Consortium may limit contract awards in accordance with this provision

1.1 Contracting Approach

Qualified Suppliers that are successful through this process (“Successful Supplier(s)”) will be required to enter into an agreement with the Consortium in accordance with the Form of Agreement (Appendix A). The SOW will be attached to, and form part of, the agreements between the Consortium and the Successful Supplier(s).

The term of the agreement is for a period of five (5) years commencing on or about >insert date with the option to extend for up to two additional one-year periods on the same terms and conditions, at the discretion of the Consortium. Successful Suppliers will be notified of the Consortium’s decision to extend the term of the agreement no later than December 1, of the preceding year in which the option is to be exercised.

No amendments to the Form of Agreement will be negotiated with any Qualified Supplier responding to this RFS. A Qualified Supplier who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its Submission or after receiving notice of selection, may be disqualified.

1.2 No Collusion

Qualified Suppliers must ensure that their participation in this RFS process is conducted fairly and without collusion or fraud. Qualified Suppliers shall not discuss or communicate, directly or indirectly, with any other Qualified Suppliers regarding the preparation or submission of their responses to this RFS.

1.3 Structure of this RFS

This RFS is composed of five (5) sections and eight (8) Appendices. These are:

Section 1: Introduction. This section introduces the opportunity, the contracting approach and provides some background information.

Section 2: Statement of Work. This section describes the services that are required by the Consortium. The Statement of Work will be appended to and form part of the agreement between the Successful Supplier(s) and the Consortium.

Section 3: Submission Evaluation Process. This section explains how Qualified Suppliers will be evaluated.

Section 4: Submission Requirements. This section details the information that must be provided by the Qualified Suppliers in responding to this RFS. This information will be evaluated as per the process described in Section 3.

Section 5: Terms and Conditions of the RFS Process. This section details important information about the process such as dates and times, contact information, and rights of the Consortium and Qualified Supplier.

Appendix A: Form of Agreement. These are the terms and conditions of what will become the contract with Successful Qualified Supplier(s). The Statement of Work and the Pricing Evaluation Form are attached to the Form of Agreement to create the contract.

Appendix B: Form of Offer. Qualified Suppliers must sign this form to accept the terms and conditions of the process and to formalize their financial offer.

Appendix C: Route Information. This identifies the areas for which the Consortium requires student transportation.

Appendix D: Pricing Evaluation Form. This is the formal pricing offer from the Qualified Supplier.

Appendix E: Submission Labels. Qualified Suppliers will be responding to this RFS in two envelopes. The first envelope will contain the written response to Section 4, Submission Requirements. The second envelope will contain the response to Appendix D, Pricing Evaluation Form. A submission label is provided for each envelope.

Appendix F: Submission Checklist. This checklist is to assist Qualified Suppliers with ensuring that all materials are contained in their Submission.

Appendix G: Reference Form. Qualified Suppliers must provide at least one reference.

Appendix H: Bundle Preference. Qualified Suppliers are to rank the bundles in order of preference in the event a Qualified Supplier exceeds the Consortium's >insert % competition threshold.

1.4 Background of the Consortium

>insert (use content from RFSQ)

1.5 Background to Transportation Service Requirements

>insert (use content from RFSQ)

1.6 Definitions

Unless otherwise specified in this RFS, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFS.

SECTION 2: STATEMENT OF WORK (SOW)

NOTE: This is a Model Statement of Work. It is not a recommended Statement of Work. Therefore, the Consortium is encouraged to add, delete or modify the contents below to match its local requirements.

Some of the requirements below are identified as “Evaluated Requirements.” This means that Qualified Suppliers, in their Submissions, are providing written responses to these requirements as detailed in Section 4.

Therefore, to the extent that an “Evaluated Requirement” is modified, Section 4 must be reviewed to maintain the effectiveness of the RFS.

Qualified Suppliers should note that the following sections of this Statement of Work are identified as “evaluated requirements”. This means that Qualified Suppliers are required to provide a response to these sections. Section 4 of this RFS details how this works. The sections of this SOW that are evaluated are:

- 2.1.4 Vehicle Maintenance
- 2.1.18 Driver Availability
- 2.2.1 Safety Training
- 2.2.2 Compliance with Consortium Policies
- 2.3.1 Communication with Parents and Consortium

2.1 Vehicle Service

2.1.1 Routes, Schedules, Vehicles and Distances

Unless otherwise expressly and mutually agreed, during the term of the agreement, the anticipated number of school days on which students may require transportation will be > insert days per school year.

The routes, vehicles and route distances to be covered by this SOW are listed in Appendix C.

The Consortium reserves the right to change the information contained in Appendix C at its sole discretion during this procurement process and as needed over the term of the contract.

Neither any driver nor the Operator shall be permitted to change or alter a route, and in particular the location of any stop on any route, for any reason without the prior approval of the Consortium.

2.1.2 Submission of Bus Route Data Sheet

The Operator shall file with the Consortium’s transportation office a bus route data sheet for each route prior to > insert MM/DD/YY of each year of the Agreement stating the:

- 1) Make;
- 2) Model and model number;
- 3) Fuel Type;
- 4) Whether it is adapted (e.g. for wheelchair service) and how;
- 5) Year of manufacture of the vehicle serving the route;
- 6) Vehicle warranty card;

- 7) Vehicle Information Number (VIN);
- 8) Licence plate number and company unit number/route ID;
- 9) Drivers Name;
- 10) Driver's Licence Number;
- 11) Route sheets confirmed;
- 12) Verified and signed by Operator; and
- 13) Other information as required.

2.1.3 Vehicle Age

Age for new vehicles will be based on the date contained in the vehicle warranty card, representing the date on which warranty coverage applies for each vehicle.

Age for used vehicles will be based on the date of manufacturer for the vehicle.

Vehicles used in the provision of transportation services shall conform to the following maximum and average age specifications as at August 1st in each year:

Type of Vehicle	Maximum Age	Average Age In Class
54 - 72 Passenger School Buses	12 years	7 years
Wheelchair equipped vehicles	10 years	6 years
15 - 24 Passenger School Buses	10 years	6 years
30 - 48 Passenger School Buses	10 years	6 years
Minivans and Cars	8 years	5 years

Where there are fewer than >insert number of vehicles in the class, the average age shall not apply.

The average age of the fleet is calculated on the total fleet under contract with the Consortium. Spare buses are not included in the calculation of the vehicle age formula.

The Consortium reserves the right to approve older vehicles that otherwise comply with the requirements of the SOW. Prior written approval from the Consortium is required prior to providing a vehicle that does not comply with this requirement.

It is important to note where a size of vehicle is specified for a particular route that will be the size of bus placed on said route. The Operator will require approval to change the assigned size of bus specified for a particular route.

2.1.4 Vehicle Maintenance (This is an evaluated requirement)

The Operator shall have a documented routine vehicle maintenance program that supports the achievement of the SOW for all vehicles used to provide the contracted service including spare parts and vehicle storage facilities.

This vehicle maintenance program should include:

- >insert complete list of vehicle maintenance and garage facilities requirements such as:
 - Frequency of repairs

- Timely inspections
- Facilities
- Access to qualified mechanics
- Etc.

[Note: The Consortium can divide the maintenance program into two sections, one containing elements that must be included (regular brake inspection?) and elements that are merely desirable (body paint inspection?).

2.1.5 Vehicle Cleanliness

The interior and exterior of the vehicles must be maintained to provide a clean appearance. The interior of the vehicles must be cleaned on a regular basis to maintain a sanitary condition, in accordance with direction from the Ministry of Health.

2.1.6 Replacement of Vehicles

The Operator shall obtain written approval from the Consortium 30 business days before replacing any vehicles specified in the Agreement so that the Consortium's equipment, such as cameras and GPS equipment may be removed appropriately.

2.1.7 Spare Buses in Case of Breakdowns or Delays

The Operator will provide for a number of vehicles that is equal to or greater than >insert percentage (rounded up to a whole number of vehicles) of the number of school bus vehicles that is required to service the routes awarded in this SOW to assist in the case of breakdowns or delays.

Where there are >insert number or less vehicles in the class, the Spare Buses requirement shall not apply.

The average age will not apply to spare buses. The maximum age for spare buses is >insert number years. The bus is required to be mechanically fit and subject to sections 2.1.11, 2.1.12, 2.1.14, and 2.1.15.

2.1.8 Arrival and Departure Windows

Unless otherwise stipulated by the Consortium, the Operator's vehicles shall [>insert local needs.
Potential language:

- a) pick up students at the designated pick-up locations and deliver the students to their respective schools not earlier than 15 minutes prior to the beginning of the school day; and
- b) pick up the students at their respective schools not later than 15 minutes after the end of the school day and deliver them to their respective residences, or designated drop-off locations.

The beginning and end of the school day shall be as fixed by the School Boards of the Consortium from time to time.

2.1.9 Pickup and Discharge Locations

While in service, the Operator's vehicles shall stop only at pick-up and drop-off locations designated by the Consortium and only students designated as eligible by the Consortium shall be allowed on board.

Such students shall be transported from the designated pick-up location to their respective schools and shall be returned from their schools to the designated drop-off location.

2.1.10 Trial Runs Prior to Start of Each School Year

[Consortium should specify whether this is: a) required of the operators; and b) whether the operators shall include this cost in their proposed pricing, or whether they will be compensated for this separately].

The Operator is required to familiar itself the routes awarded through this RFS by having drivers perform trial runs of their route(s) preceding the commencement of the first school term in September and in each subsequent year of the agreement. The Operator shall report any irregularities, problems or unsafe issues associated with the routes to the Consortium at least >insert days business days prior to the first day of school.

2.1.11 Ministry of Transportation Annual Inspection Certificate

The Operator shall not operate any vehicle for the transportation of students which it knows, or ought to reasonably know, is unsafe, or which does not qualify for a Ministry of Transportation Annual Inspection Certificate.

On request of the Consortium, the Operator shall forthwith provide, Ministry of Transportation Annual Inspection Certificates for all vehicles used in transporting students for the Consortium.

2.1.12 Maintaining Log Books and Consortium Right to Inspect

School Purpose Vehicle Drivers' Daily Log Books, as required by the Ministry of Transportation, shall be maintained in respect of all vehicles.

Such log books shall be subject to inspection by the Consortium on request.

2.1.13 Consortium Rights to Require Mechanical Fitness Reports

The Consortium reserves the right to cause a mechanical fitness report to be prepared by an independent mechanic chosen by the Consortium at any time and with respect to any vehicle being used on routes governed by this Agreement.

In this event, if the vehicle is found to be satisfactory, the Consortium will pay the cost of the inspection. If the vehicle is found to have an out of service defect as defined by the Ministry of Transportation or any other defect which may find the vehicle to be unsafe or unsatisfactory, the Operator will be responsible for the cost of the inspection and shall forthwith provide another approved vehicle of the required seating capacity in good mechanical condition until repairs are made to the vehicle inspected.

2.1.14 Vehicle Standards, Regulation and Licensing Requirements

All vehicles used for transporting students must be properly licensed and equipped according to currently applicable federal, provincial and municipal laws and regulations and, without restricting the generality of the foregoing, must comply with the requirements of the Public Vehicles Act.

2.1.15 Driver Licensing Requirements

The driver licensing requirements that all school bus drivers must have and maintain in good standing at all times are Class "B" or "E" as described below as well as any additional licenses required by the *Public Vehicles Act*, the *Highway Traffic Act* (Ontario) and local municipal by-laws.

Licensing Requirements	Description
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Licensing Requirements	Description
Class 'B' license	Authorizes the driver to operate any school purposes bus having a designated seating capacity for more than 24 passengers
Class 'E' license	Authorizes a driver to operate any school purposes bus having a designated seating capacity for not more than 24 passengers
'Z' air brake license endorsement	Required to drive a motor vehicle equipped with airbrakes

2.1.16 One Driver – One Route and Route Doubling

Route Doubling refers to the practice of using a single bus to service multiple routes which were to be serviced by multiple buses.

Unless specifically authorized, in writing, by the Consortium, each route will be served by the same driver each day.

- a) For temporary changes, where illness or other reasons require a temporary change in drivers no notice is required by the Consortium.
- b) For permanent changes, or changes with duration likely to extend greater than two weeks, written notice must be provided to the Consortium.

For greater certainty, the Operator shall not, without prior notification to and written consent from the Consortium, use Route Doubling. Failure to abide by this requirement may result in termination of the Agreement or adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required service.

2.1.17 Consortium Equipment Installed on Buses

The Consortium reserves the right to have equipment owned by the Consortium, such as cameras and GPS equipment, installed on the Operator's vehicles. Operators are required to make their vehicles available to allow for this installation in a timely fashion.

NOTE: The Consortium should specify whether the Consortium or the Operator is responsible for the installation and if the Operator is responsible, whether they will be compensated for this separately].

2.1.18 Driver Availability (This is an evaluated requirement)

Operators are required to ensure continuous availability of drivers in the delivery of the SOW. Operators are strongly encouraged to maintain the same drivers on the same routes to provide consistency to students and parents. In the event that a driver is no longer available, the Operator is required to provide a timely replacement of the driver, ensuring all necessary qualifications, without adversely affecting the quality of the service provided.

The Operator will be required to provide a list of drivers and their route assignments which will be updated monthly by the Operator. This list includes spare drivers.

The Operator shall ensure that the providing of field trip service does not interfere with regular contracted services under this Agreement with respect to bus and driver availability.

2.2 Training & Safety

2.2.1 Safety Training (This is an evaluated requirement)

Each Operator is expected to ensure that its drivers meet or exceed the minimum training requirements in whatever means is best suited for the Operator.

The below identifies: a) minimum required training that must be provided to the Operator's drivers and for which a formal certificate may be obtained from the training body; and b) desirable training for which a formal certificate may not be obtained from the training body.

NOTE: The Consortium may identify which training requirements are offered by the School Boards and which training is required to be provided in French.

Minimum Required Training

The Operator shall ensure that each driver (including spare drivers) and school bus attendants have current Emergency First Aid/CPR certificates. Drivers must be certified >insert time period of employment and kept current thereafter. This training must be refreshed every 3 years. The course content of First Aid training must include:

- a) First Aid Outline: the Law, self protection
- b) Assessment of Emergency Situations
- c) Respiratory emergencies - obstructions, choking
- d) Artificial Respiration methods
- e) Cardiovascular emergencies
- f) CPR Adults
- g) CPR Child
- h) Severe bleeding
- i) Shock, fainting
- j) Nervous System, Head and Spinal Injuries
- k) EpiPen Training
- l) Any training associated with the transportation of handicapped or specialized needs students
- m) Any other mandated training

The Operator must provide safety orientation and evacuation drills for all drivers and attendants, permanent or temporary, a minimum of once annually. The Operator must provide the Consortium with the date(s) and agenda for any such orientation or drills and the Consortium shall have the option to attend such safety orientation or evacuation drills. All such orientation or drills shall include a reference to the evacuation signs posted in the vehicle. The Operator is required to keep accurate records of all employee training and make them available forthwith to the Consortium when requested.

The Operator shall ensure that each driver (including spare drivers) obtain defensive driving training from a valid provider. Each driver should have this training refreshed every 3 years.

Desirable Training

It is desirable to have this training refreshed on an annual basis.

- a) Awareness of Sensitivity for Special Needs Students
- b) Awareness of Racial and Ethno Cultural Issues (Human Rights)
- c) Student Management, Maintaining Bus Discipline (Conflict Management)
- d) Lost Child, Late Bus, Late Parent and Ride Refusals Procedures, Authorized Stops (excluding attendants)
- e) Management of Bullying

Other Requirements

Upon request, the Operator shall forthwith make available to the Consortium its current safety program, as it relates to the safety of students using transportation services. The Operator shall implement any reasonable modification, revision or redevelopment of the Operator's safety program that may be suggested by the Consortium.

The Operator will provide the Consortium with a current copy of its Driver Training Manual and will provide updates to the Consortium as they are issued.

2.2.2 Compliance with Consortium Policies (This is an evaluated requirement)

The Operator shall ensure that all drivers operating vehicles for the Operator will abide by the appropriate Consortium guidelines and policies regarding student transportation. These are: >insert Consortium/Consortium's policies or website link where policies are accessible.

2.2.3 Vehicle Characteristics

Where mini-vans and cars are used, the passenger doors shall be equipped with child-proof locks which would prohibit the doors from being opened from the inside of the vehicle, but would allow the doors to be opened from the outside of the vehicle.

Children 12 years of age or younger will not ride in the front seat in any vehicle equipped with front seat bag safety devices.

When required by law and approved by the parent/guardian, the School Board will provide a Government approved car seat/booster seat that conforms to current safety guidelines. The seats must be inspected by the Safety Supervisor (if they have one) of the Operator and the drivers are to be instructed as to how to properly install the seat.

All school buses must be equipped with strobe lights. All school buses will be equipped appropriately to operate in extreme cold weather (e.g. block heaters, additional internal heaters, winter fronts, etc). There will be no book racks on the buses.

2.2.4 Wheelchair Service

Drivers and attendants are responsible for ensuring that each wheelchair is properly fastened and that each student is secured by a seat belt. The driver of each vehicle shall ensure that each student in the vehicle is secured by a seat belt properly fastened while the vehicle is in motion. The Operator shall be liable for any injury resulting from the failure of a driver or attendant to ensure that each student transported is secured properly fastened at all times while a vehicle is in motion.

Students in this category must be transported and secured in vehicles specifically designed for this purpose.

The driver will assist physically handicapped children when and where necessary. All wheelchair-locking devices shall be properly secured immediately after entering the vehicle.

There shall be no more than one (1) wheelchair loose or free in the vehicle ready for unloading at any time with driver or attendant in attendance.

2.2.5 Developmental Handicapped and Special Needs

The Operator shall safely transport those students with developmental handicaps or special needs, designated for transportation from time to time by the Consortium, from the nearest curbside in front of their residences to their respective schools and return to the nearest curbside in front of their residences at the time designated for each student in accordance with the terms and conditions of the SOW. The Operator shall ensure all drivers and attendants transporting students with developmental handicaps or special needs will receive the required training to transport these students.

Parents/guardians are responsible for their students to and from said curbside and are instructed to have students ready at the time designated for pick-up so that no Operator shall be required to wait longer than three (3) minutes on average to pick-up a student after the regular pick-up time.

For student(s) designated as being medically at risk, the Operator will transport any necessary equipment or apparatus (e.g. a ventilator, oxygen supply, suctioning device, etc.) for such students, as required when directed by the Consortium.

When required by law and approved by the parent/guardian, the School Board will provide a Government approved car seat/booster seat that conforms to current safety guidelines. The seats must be inspected by the Safety Supervisor (if they have one) of the Operator and the drivers are to be instructed as to how to properly install the seat.

Where required and approved by the parent/guardian, the Consortium will provide harnesses. Drivers and attendants will be instructed as to how to properly install them by the Operator.

2.2.6 Driver Characteristics

Drivers shall be of good character, clean and appropriately dressed, shall carry an identity card, and shall be experienced or trained in transporting passengers and children in particular.

Drivers shall not:

1. Eat or drink while transporting students;
2. Smoke on any vehicle being used to provide services under this Agreement;
3. Use cell phones or other electronic devices (e.g. GPS systems, music players) while within vehicles used in the Agreement when the vehicles are in motion, except in cases of emergency or unless otherwise permitted by law;
4. Must never operate a school bus while under the influence of alcohol or an intoxicant, or drugs of any kind; or [Note to draft: Consider an exception/clarification for medication that does not affect performance (analgesics, antihistamines, various prescriptions etc.)]
5. Use profane or abusive language during paid work hours.

To insure the integrity of all parties, any person who is under police investigation for, or has been charged (whether convicted or not) with, a sexual offence, drug or alcohol abuse or other offences which impair the safety of students, shall not be permitted to drive a school bus for the purposes of transporting the Consortium's students until such time as that person is found not guilty by a Court of law, or the charge is otherwise disposed of without a finding of guilt.

At the beginning of the school year, all school bus drivers who are employed by an Operator under Contract with the Consortium are required to have a Criminal Background Check with a Vulnerable Sector Screening. This documentation will be submitted to the Consortium by September 15th of each year.

The Operator shall ensure that all school bus drivers and/or school bus attendants, who have a medical condition which might affect their ability to perform their duties, present a medical certificate to the Operator indicating that they are able to work.

2.2.7 Driver Actions

Under no circumstances shall a student be removed from a vehicle while en route unless through police action, substitution of transport or School or Consortium Administration action.

Drivers shall not leave students unattended in the vehicle unless they are assisting a student to and from the vehicle, and at all such times the vehicle must have the ignition turned off, the key removed, the parking brake engaged and the wheels turning into the curb, or in the instance when the vehicle is facing uphill, the wheels should be turning away from the curb.

The driver shall ensure that the safety latches on all passenger doors are in use when any students are in the vehicle.

The driver must ensure a visible parent or guardian or a responsible sibling or caregiver is available for all Junior Kindergarten students, Senior Kindergarten students, and special needs students when picking up or dropping off unless otherwise required by the Consortium.

Dangerous situations such as a difficult turn-around, construction zones, washouts, narrow roads, bad turns or stops, etc., must be reported by the driver to the Operator who will inform the Consortium immediately.

2.2.8 Driver Responsibility for Vehicle

The driver must make the required circle check (as specified by the Ministry of Transportation) of each unit before departure and spot checks prior to each trip, with a final inspection at the end of each run.

Bus doors and emergency windows are to be closed at all times while the bus is in motion.

When approaching railroad crossings, the driver must bring the bus to a complete stop in the prescribed manner, open the door, look both ways, listen for oncoming trains and, when all is clear, proceed with caution.

In the case of an emergency where the driver and passengers must evacuate the bus, the driver must turn off the engine, remove the ignition keys, engage the emergency brake, put on emergency four-way flashers, and set flares if necessary.

The driver must not fill fuel tanks when students are in the bus. The driver shall ensure that the bus has sufficient fuel before departing on a trip.

The driver must not permit non-students or unauthorized persons to ride the bus while students are being transported without prior written authority from the Consortium.

The driver must obey all traffic signs and rules as laid down by the Ministry of Transportation and in provincial statutes and regulations.

2.2.9 Driver Responsibility for Loading and Unloading

The bus must be in **neutral** and the emergency brake engaged when loading or unloading students.

The bus must stop on the travelled portion of the road while loading or unloading, except where school bus loading zones are designated.

Prior to stopping, activate the alternate flashing red lights and leave them on until all students are safely loaded and unloaded, and across the road. The stop arm should only be activated when bus is at a complete stop.

The bus must not proceed until all students are safe on the side of the road and clear of the bus.

Students must be seated before bus is set in motion.

When students must cross the road at any point, make sure all traffic in both directions has stopped, and then motion the students to cross the road in front of the bus. Students should be visible to the driver. Students should be visible to the driver and at least 3 metres (10 feet) in front of bus when crossing.

Students must not be picked up or discharged on a steep grade, a blind curve, or the brow of a hill, or at any other unsafe locations. Suggested visibility in both directions at any stop is 150 metres (500 ft.).

Each driver shall, without fail, following the completion of service on any route, complete an inspection of the inside of the vehicle by performing individual seat checks and a visual inspection of the entire vehicle floor to ensure that no student remains on the vehicle.

Breach of any of the foregoing provisions by a driver shall entitle the Consortium, in its sole discretion, but nevertheless acting reasonably under the circumstances, to notify the Operator that the driver in question immediately be removed from providing any services that are the subject of this Agreement either on a temporary or permanent basis.

2.2.10 Health & Safety Policy and Procedures

The Qualified Supplier must have a Health & Safety Policy and Health & Safety Procedure.

The Qualified Supplier must comply with all Occupational Health & Safety Regulations of the Province of Ontario and comply with any other laws, legislation or requirements as may be brought into existence during the life of the contract ensuing from this document.

2.3 Communication

2.3.1 Communications with Parents and Consortium (This is an evaluated requirement)

The Operator and the Consortium shall maintain a 24-hour telephone answering system, an email and fax service to receive transportation information from the Consortium and to communicate with parents. This communication shall be done in a professional and courteous manner in keeping with good customer service.

The Operator's Liaison Officer, as defined in Section 2.3.8, shall be available from the time of first pick-up by one of the Operator's drivers to the time of last drop-off by one of the Operator's drivers.

The Operator shall ensure that each vehicle is equipped with a two-way radio or equally reliable means of communication satisfactory to the Consortium and that contact with the Operator's main dispatcher will be maintained at all times during the scheduled bus routes.

Optional text: The Operator shall at all times maintain a ratio of X dispatchers > insert number of dispatchers to X drivers > insert number of drivers.

The Operator acknowledges that the Consortium has in place a computer system to assist in the administration and operation of transportation services (such as to receive email and access necessary

route information) and that the Operator may be required by the Consortium, in its sole discretion, to have and use a computer terminal at the Operator's cost and expense.

The Operator shall ensure that they have the technical capacity and ability to communicate via e-mail in a timely manner.

The Operator shall maintain a protocol for communicating with parents and this shall be done in a professional and courteous manner in keeping with good customer service.

2.3.2 Display of Route Numbers

All vehicles used to transport students shall display with at least 4 inch high numbers, in the front, rear, and side windows on each vehicle, signs indicating the route number(s), as provided by the transportation office of the Consortium.

2.3.3 Radio Procedures for Drivers

Communication radios must be on at all times when transporting students.

If a driver should encounter a discipline problem she/he feels is out of control and cannot be handled in a conventional manner, the driver should radio their Operator immediately for further instructions.

2.3.4 Notification of Delays

The Operator shall inform the appropriate school principal and the Consortium's transportation office immediately in the event of vehicle breakdown or delay which will cause the students to arrive at their respective schools or homes at a time more than fifteen (15) minutes later than the usually scheduled time.

2.3.5 Driver Communications

Any problem with a student shall be reported to the appropriate school principal immediately, or as soon as reasonable without delay, upon delivery of the student and to the Consortium's transportation office on the appropriate student misconduct report form.

Drivers shall have the right to refuse transportation to specific students with the express written authority of the Consortium.

2.3.6 Requests for Transportation Changes

All requests made by the Operator for transportation and changes in transportation shall be processed through the Consortium's transportation office with the understanding that no student may be transported unless previously authorized by the Consortium.

2.3.7 Operator and Driver Actions in Event of Accidents

In addition to requiring drivers to fulfill their obligations under the *Highway Traffic Act* and all Regulations thereunder, in respect of accidents, the Operator shall:

- a) render such immediate assistance as may be dictated by the circumstances;
- b) immediately inform the appropriate school principal and the transportation office at the Consortium forthwith;
- c) in case of serious accidents, or when the degree of injury is in doubt, obtain the appropriate medical assistance as soon as possible;

- d) submit to the transportation office at the Consortium within forty-eight (48) hours a detailed written report in the case of a vehicle accident occurring while students are in transit following procedures as may be established by the Consortium; and
- e) in the case of any accident involving a bus covered by this Agreement while not carrying students, provide to the Consortium within 24 hours a verbal report giving information on the accident.

2.3.8 Operator's Liaison Officer

The Operator will name one key person in its organization as "Liaison Officer". This person shall be sufficiently conversant with the operation of the routes governed by this Agreement to assist the Consortium in any adjustment of routes and pick-ups to ensure an optimum transportation service. The person in question shall act as a liaison between the Operator and the Consortium.

The Liaison Officer or designate is to assume duties each day at a time no later than the time at which the first student on any route is to be picked up and is to remain on duty in the afternoon until such time as the last student has arrived at his/her destination and all vehicles in service are cleared for that day.

2.3.9 Service and Safety Surveys

The Operator shall give full cooperation to the Consortium in any survey of transportation service or safety that the Consortium, in its sole discretion, deems necessary.

SECTION 3: SUBMISSION EVALUATION PROCESS

3.1 Steps of Submission Evaluation

The Consortium will conduct the evaluation of Submissions in the following three (3) steps:

3.1.1 Step I – Mandatory Requirements

Step I will consist of a review of each Submission for compliance with all of the mandatory requirements. Submissions received from a Qualified Supplier which comply with the mandatory requirements will be further evaluated in Step II. Submissions which do not comply with the mandatory requirements may, subject to the express and implied rights of the Consortium, be disqualified and not evaluated further. Appendix F provides a sample Submission Checklist that may be used by the Consortium to record the results of the Submission review process.

3.1.2 Step II – Quality Criteria

Step II will consist of evaluating and scoring by the Evaluation Team of each compliant Submission on the basis of the responses to the Quality Criteria set out in section 4.2. Step II is weighted at >insert [suggest 75 points] of the total points available for the Quality Criteria. The Evaluation Team will be comprised of representatives from the Consortium and the Boards.

Introduction to Scoring Scale

[NOTE TO CONSORTIUM: The below scoring scale may be modified to have the gradations 0, 2, 4, 6, 8, 10 in order to increase the differences between Submissions. This may make it easier to identify higher scoring submissions]

The Consortium will conduct the evaluation of the Quality Criteria using the following scale. No in-between points will be awarded (i.e. a score must be “4” or “5,” not “4.5”).

Superior Response (5): A highly comprehensive, excellent response with demonstrated competency, innovation, and outstanding customer service. In addition, the response may proactively cover areas not originally addressed by the requirement and/or include additional information and recommendations that would prove both valuable and beneficial to the Consortium and stakeholders.

Good Response (4): A good response that fully meets the requirement in a clear and comprehensive manner with minor or no deficiencies noted.

Satisfactory Response (3): A fair response that meets all or most requirements but lacks clarity or comprehensiveness in some areas.

Limited Response (2): A limited response that does not meet most of the requirements due to a lack of clarity and/or comprehensiveness.

Inadequate Response (1): An inadequate response containing little detail, structure, clarity or insufficient knowledge of the requirement.

Zero Response (0): Information provided does not allow for meaningful evaluation or no information has been provided.

Submissions achieving a minimum score of > insert % [suggest 45 points] will pass through to Step III. Submissions that do not meet this requirement will be set aside and not evaluated further.

In the event that no Qualified Supplier is able to meet the minimum score threshold, the Consortium reserves the right to run a subsequent procurement process, to be determined in its sole discretion, or to enter into direct negotiations with one or more Qualified Supplier(s) that have been awarded routes through this RFS competition.

3.1.3 Step III – Pricing Evaluation Form

For Submissions passing through to Step III, the sealed Pricing Evaluation Form envelope will be opened and Step III will consist of a scoring of the pricing submitted. Step III is weighted at >insert [suggest 25 points] of the total points available for the Quality Criteria.

The Pricing Evaluation Form envelope for any Submission not passed to Step III will remain unopened.

3.1.4 Cumulative Score

At the conclusion of Step III, all scores awarded for Step II and Step III will be added and, subject to satisfactory reference checks and any other verification the Consortium wishes to undertake (see Section 5.3.9), and the express and implied rights of the Consortium, the highest scoring Qualified Supplier for each bundle as set out in Appendix C will be selected to enter into the Form of Agreement attached as Appendix A to this RFS. Scores for the Pricing Evaluation Form will be allocated in the manner set out in subsection 4.3 below.

The Consortium reserves the right to calculate the Cumulative Score rounded to one decimal place.

3.1.5 In the Event of a Tie Score

In the event of a tie score, the highest scoring submission will be deemed to be the Qualified Supplier with the highest score from the Quality Criteria.

In the event of a continued tie score, the highest scoring submission will be deemed to be the Qualified Supplier with the highest score from the Quality Criteria, extended beyond one decimal place until the tie score is broken.

3.1.6 Notice of Consortium's Desire to Verify Qualified Supplier's Qualifications

The Consortium intends to verify Submissions and the ability to meet the SOW and Form of Agreement prior to entering into contract with a Successful Supplier. This is described more fully in Section 5.3.9. Before entering into a contract, Successful Suppliers will be required to provide:

- Proof of the ability to meet the insurance requirements; and
- Proof of good financial standing.

This information is not required until a Qualified Supplier is identified by the Consortium as a Successful Supplier.

3.1.7 In the Event a Qualified Supplier Controls more than >insert % of Transportation Requirements

[The below text is to be used if the Consortium has an approved competition clause as per Section 1: Introduction of this RFS Template]

In the event that a Qualified Supplier is the highest ranked Qualified Supplier such that on award of routes, the Qualified Supplier would control, directly or indirectly, more than >insert % of the transportation requirements of the consortium, subsequent routes will be awarded to the next highest ranked Qualified Supplier. For clarity this means that once Qualified Supplier A reaches >insert % of the transportation requirements of the Consortium, no further routes will be awarded to Qualified Supplier A, even if highest ranked. Routes over >insert % will be awarded to the next highest ranked Qualified Supplier.

If the awarding of routes puts the highest ranked Qualified Supplier at over >insert % of the transportation requirements of the Consortium, the Consortium will consider the Qualified Supplier's order of preference for bundles identified by the Qualified Supplier in Appendix H: Bundle Preference, in

RFS → insert number

the award of bundles. The awarding with the competition clause is at the sole discretion of the Consortium.

SECTION 4: SUBMISSION REQUIREMENTS

4.1 Step I - Mandatory Requirements

The Qualified Suppliers must provide the required response to each of the mandatory requirements set out below in 4.1.1, 4.1.2, and 4.1.3

Other than inserting the information requested on the mandatory submission forms set out in this RFS, a Qualified Supplier must not make any changes to any of the forms. Any Submission containing any such changes, whether on the face of the form or elsewhere in its Submission, may be disqualified.

4.1.1 Form of Offer (Appendix B)

Each Submission must include a Form of Offer (Appendix B) completed and signed by an authorized representative of the Qualified Supplier.

4.1.2 Pricing Evaluation Form (Appendix D)

Each Qualified Supplier must include the Pricing Evaluation Form completed according to the instructions contained in the form as well as those instructions set out below:

- a) rates shall be provided in Canadian Funds, exclusive of all applicable duties and taxes; and
- b) rates quoted by the Qualified Supplier must be all inclusive.

A Submission that includes conditional, optional, contingent or variable rates that are not expressly requested in the Pricing Evaluation Form may be disqualified.

By submitting a Submission in response to this RFS, a Qualified Supplier is deemed to confirm that it has prepared its Submission with reference to all of the provisions of the Form of Agreement attached at Appendix A and has factored all of the provisions of Appendix A, including the insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Pricing Evaluation Form.

4.1.3 Reference Form (Appendix G)

Each Submission must include a Reference Form (Appendix G) that includes at least one reference for which the Qualified Supplier provided home to school transportation services for. The reference must be the signatory party to the contract. Space is provided if the Qualified Supplier would like to provide two references.

The reference should be from school boards / Consortia other than >insert Consortium's name or its member school boards. If the Qualified Supplier has only provided home to school transportation services for the Consortium, Qualified Suppliers may note this in their Submission and use the Consortium as their reference.

4.2 Step II –Quality Criteria >insert [suggest 75 points]

Responses must be limited to the space provided in the Submission Form. Portions of a response that exceed the space in the Submission Form will not be evaluated. Responses must be legible and typed responses are preferred.

Qualified Suppliers must provide responses to each of the Quality Criteria set out below:

4.2.1 Vehicle Maintenance > insert points

Qualified Suppliers are asked to describe what they would do to meet Section [suggest 2.1.4, Vehicle Maintenance] of the Statement of Work. In this manner please:

- describe how it would be done; > insert points
- provide an example of having met a similar requirement and the results of providing that service; and > insert points
- describe the challenges in meeting [suggest 2.1.4, Vehicle Maintenance] of the Statement of Work, and how those challenges will be overcome. > insert points

4.2.2 Driver Availability > insert points

Qualified Suppliers are asked to describe what they would do to meet Section [suggest 2.1.18, Driver Availability] of the Statement of Work. In this manner please:

- describe how it would be done; > insert points
- provide an example of having met a similar requirement and the results of providing that service; and > insert points
- describe the challenges in meeting [suggest 2.1.18, Driver Availability] of the Statement of Work, and how those challenges will be overcome. > insert points

4.2.3 Safety Training > insert points

Qualified Suppliers are asked to describe what they would do to meet Section [suggest 2.2.1, Safety Training] of the Statement of Work. In this manner please:

- describe how it would be done; > insert points
- provide an example of having met a similar requirement and the results of providing that service; and > insert points
- describe the challenges in meeting [suggest 2.2.1, Safety Training] of the Statement of Work, and how those challenges will be overcome. > insert points

4.2.4 Compliance with Consortium Policies > insert points

Qualified Suppliers are asked to describe what they would do to meet Section [suggest 2.2.2, Compliance with Consortium Policies] of the Statement of Work. In this manner please:

- describe how it would be done; > insert points
- provide an example of having met a similar requirement and the results of providing that service; and > insert points
- describe the challenges in meeting [suggest 2.2.2, Compliance with Consortium Policies] of the Statement of Work, and how those challenges will be overcome. > insert points

4.2.5 Communication with Parents and Consortium > insert points

Qualified Suppliers are asked to describe what they would do to meet Section [suggest 2.3.1, Communication with Parents and Consortium] of the Statement of Work. In this manner please:

- describe how it would be done; > insert points
- provide an example of having met a similar requirement and the results of providing that service; and > insert points

- describe the challenges in meeting [suggest 2.3.1, Communication with Parents and Consortium] of the Statement of Work, and how those challenges will be overcome. > insert points

4.3 Step III – Pricing Evaluation Form

4.3.1 Introduction

Qualified Suppliers are asked to provide in the Pricing Evaluation Form a Fixed Rate and a Variable Rate. These will be combined to create a Per Diem Rate as per Step 1 of Section 4.3.4. The Per Diem Rate is to include, but may not be limited to

- a) Capital costs (e.g. depreciation, interest cost)
- b) Insurance
- c) Licensing, including mandatory driver training requirements
- d) Drive clean
- e) Legislated inspections
- f) Training – ongoing driver education to meet Consortium and Ministry requirements
- g) Recruitment
- h) Spares
- i) Other General Administration, Operating or Miscellaneous – the other costs operating a business, including profit
- j) Driver wages – the cost to provide a driver for one day for the subject vehicle
- k) Monitor wages – the cost to provide a Monitor for the routes that require the presence of a Monitor
- l) Benefits
- m) Other Employment Costs
- n) Maintenance – scheduled or otherwise
- o) Fuel component pegged at >insert pegged price
- p) Parking and Facilities

A Fixed Rate: The fixed rate is the agreed cost to operate the vehicle for one day for a specified minimum number of kilometres. The Pricing Evaluation Form (Appendix D) requires a fixed rate for each of the five (5) years of the contract and for the two (2) optional years. This will be evaluated as per Section 4.3.3, below.

A Variable Rate: The variable rate is the agreed rate used to compensate suppliers for additional distance and/or time greater than the specified minimum number of kilometres included in the Fixed Rate. The variable rate is used in conjunction with the fixed rate to calculate the Per Diem Rate.

4.3.2 Additional Information for Qualified Suppliers Regarding Pricing Evaluation Form

The Qualified Supplier may propose the same Fixed Rate in each year provided for in the Pricing Evaluation Form (Appendix D) or a different Fixed Rate depending upon the Qualified Supplier's financial and operating practices.

To calculate the Fixed Rate, the Qualified Supplier must use the information provided in this RFS.

All prices shall be stated exclusive of all taxes.

4.3.3 Use of "Standard kilometres" in the calculation of the Qualified Suppliers Price

Qualified Suppliers will note the use of "Standard kilometres" in the calculation of their 5-year total cost (see Section 4.3.4). This is provided for informational purposes to understand how the Consortium will calculate the 5-year total cost from the Fixed Rates and Variable Rates provided in the Pricing Evaluation Form.

4.3.4 Sample Calculation

The pricing evaluation will be done by calculating a 5-year total cost to the Consortium.

Routes have been bundled to reflect the needs of the Consortium. This is shown in Appendix D.

Qualified Suppliers are required to propose a Fixed Rate and a Variable Rate for each bundle of routes.

The calculation of the 5-year total cost will be done in three (3) steps:

Step 1: For each year, the Consortium will calculate a Per Diem Rate. The Consortium will do this by using the Fixed Rate and the Variable Rate provided by the Qualified Supplier. The following is an example of this calculation:

Fixed rate provided by Qualified Supplier = \$102 / 100 km [NOTE TO CONSORTIUM: The consortium should review the route length of each route within the bundle and come up with the number of kilometres to be associated with the fixed rate. Please note that the fixed rate will be the guaranteed rate that the consortium will pay the successful vendor even if the actual kilometres are lower.]

Variable rate provided by Qualified Supplier = \$0.90 / km

Standard kilometres for the bundle provided by the Consortium = 115 km [NOTE TO CONSORTIUM: The Standard kilometres may be the average kilometres for the bundle]

Per Diem Rate = $\$102 + (115 \text{ km} - 100 \text{ km}) * \$0.90 = \$115.50$.

Step 2: In each year, the Consortium will calculate a total cost for that year. This will be done by multiplying the number of school days by the Per Diem Rate. The following is an example of this calculation:

Number of school days provided by the Consortium = 188

Per Diem Rate calculated from Step 1 = \$115.50

Total cost for the year = $188 * \$115.50 = \$21,714$.

Step 3: The total cost for each of the 5 years will be added to determine the 5-year total cost. Note to Qualified Suppliers: the Optional years will not be evaluated.

4.3.5 Evaluation of Pricing

The Pricing is weighted at >insert points. [Suggest 25 points]

Pricing will be scored based on a relative pricing formula using the 5-year Total Cost set out in the Pricing Evaluation Form and described in Section 4.3.4 above.

Each Qualified Supplier will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that Qualified Supplier's 5-year Total Cost for that category into the lowest 5-year Total Cost in that category.

For example, if the lowest 5-year Total Cost for a particular category is \$120.00, that Qualified Supplier receives 100% of the possible points for that category ($120/120 = 100\%$), a Qualified Supplier who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$) and a Qualified Supplier who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest 5-year Total Cost		
-----	x	Total available points =
2nd lowest 5-year Total Cost		Score for Submission with 2nd lowest 5-Year Total Cost

Lowest 5-Year Total Cost		
-----	x	Total available points =
3rd lowest 5-Year Total Cost		Score for Submission with 3rd lowest 5-Year Total Cost

Etc...for each Submission

SECTION 5: TERMS AND CONDITIONS OF THE RFS PROCESS

5.1 General Information and Instructions

5.1.1 Timetable

The Consortium intends to carry out this RFS process in accordance with the schedule provided in the following table but may modify the schedule at any time in its sole discretion. If the Consortium decides to modify the schedule, Qualified Suppliers will be notified by way of an addendum. Any addendum will be sent to the Qualified Suppliers who have been invited to submit a response to this RFS in the same manner by which they have received the RFS.

Events	Dates
Issuance of the RFS	>insert
The date of the Information Session	>insert
Optional component The date of >insert Optional Site Visit	>insert
The date by which Qualified Suppliers must submit Clarification Questions to the Consortium	>insert
The date the Consortium intends to publish any Addenda and Responses Clarification Questions	>insert
Submission Deadline	>insert date and time (same as cover page)
The estimated timeframe that the Consortium intends to verify Submissions as per Section 5.3.9 of this RFS	>insert to > insert
The date the Consortium intends to notify the Qualified Suppliers of the results of the RFS process	>insert

5.1.2 RFS Contact

“Consortium Contact” means [>insert name]

Facsimile No.: [>insert]

Email: [>insert]

5.1.3 Qualified Suppliers’ Clarification Questions

Qualified Suppliers are responsible for requesting any clarification of the RFS documents. Qualified Suppliers shall submit all requests for clarification as written questions, identifying the name of the Qualified Supplier, by e-mail to the Consortium Contact as stated in Section 5.1.2.

Any questions received by the Consortium after the date noted in the Events Table in Section 5.1.1 above may not be answered due to time constraints.

Clarification questions and responses as well as any addenda will be published by the Consortium via the email addresses provided by the Qualified Suppliers by the date noted in the Events Table above. **In addition, the Consortium will forward any questions and responses as well as any addenda directly to all invited Qualified Suppliers.** Any and all addenda shall be part of this RFS and Qualified Suppliers are responsible to ensure that they consider any addenda and responses in preparing their Submissions.

No oral questions will be accepted by the Consortium, except at the optional information session, and no oral responses will be provided by the Consortium. The Consortium assumes no responsibility for any information provided orally to a Qualified Supplier, whether before or during the RFS process.

Any communications on the part of any Qualified Supplier or any of its employees, agents, contractors, subcontractors or representatives with respect to this RFS with anyone other than the Consortium Contact may be grounds for disqualification, of that Qualified Supplier. For greater certainty (but without limitation) any Qualified Supplier who engages in any lobbying activities in relation to this RFS may be disqualified.

5.1.4 Qualified Suppliers' Optional Information Session

To assist Qualified Suppliers in understanding this RFS and the RFS process, the Consortium may, at its sole discretion, convene an optional information session, either in-person, via videoconference or teleconference, with the recipients of this RFS.

The Consortium Contact will notify the Qualified Suppliers of the date and time of the optional information session.

5.1.5 [Optional to Consortium] Qualified Suppliers Optional Site Visit

To assist Qualified Suppliers in understanding the nature of the selected routes and the general operating environment, the Consortium may, at its sole discretion, invite Qualified Suppliers to visit the location of the selected routes.

Qualified Suppliers are strongly encouraged to attend this Site Visit.

The Consortium Contact will notify the invited Qualified Suppliers of the date and time of the optional site visit.

5.1.6 Nature of Qualified Supplier's Submission

A Submission may only be submitted by a Qualified Supplier. No partnerships, joint ventures, consortia, or prime contractor/sub-contractor relationships are permitted.

5.1.7 Qualified Suppliers to Follow Instructions

Qualified Suppliers are to structure their Submissions in accordance with the instructions in this RFS by using the Submission Form.

5.1.8 Misrepresentations or Inaccurate information

The Consortium, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a Qualified Supplier in the event that the Consortium determines that the Qualified Supplier made a misrepresentation or submitted any inaccurate or incomplete information in its Submission.

5.1.9 Submissions in English

All Submissions are to be in English only. Any Submission received by the Consortium that is not entirely in the English language may be disqualified.

5.1.10 Qualified Suppliers Shall Bear Their Own Costs

Qualified Suppliers shall bear all costs associated with or incurred in the preparation and presentation of their Submissions including, if applicable, costs incurred to participate in interviews or site visits.

5.2 Communication after Issuance of RFS

5.2.1 Qualified Suppliers to Review RFS

Qualified Suppliers shall promptly examine all of the documents comprising this RFS and:

- a) shall report any errors, omissions or ambiguities; and
- b) may direct questions or seek additional information

in accordance with the instructions in this RFS.

All questions submitted by Qualified Suppliers by e-mail to the Consortium Contact shall be deemed to be received once the e-mail has entered into the Consortium Contact's e-mail inbox. No such communications are to be directed to anyone other than the Consortium Contact. The Consortium is under no obligation to respond to questions or to provide additional information but may do so at its sole discretion.

It is the responsibility of the Qualified Suppliers to seek clarification from the Consortium Contact on any matter it considers to be unclear. The Consortium shall not be responsible for any misunderstanding on the part of the Qualified Supplier concerning this RFS or its process.

5.2.2 All New Information to Qualified Suppliers by way of Addenda

This RFS may only be amended by an addendum in accordance with this section. If the Consortium, for any reason, determines that it is necessary to provide additional information relating to this RFS, such information will be sent to all Qualified Suppliers invited to respond to this RFS in the same manner that the Qualified Supplier received the RFS. Each addendum shall form an integral part of this RFS.

In the space provided in the Form of Offer, Qualified Suppliers shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.

5.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is required after the Deadline for Issuing Addenda, the Consortium may at its discretion extend the Submission Deadline for a reasonable amount of time.

5.3 Submission of Responses to this RFS

5.3.1 Submissions to be Submitted Only in Prescribed Manner

Submissions are to be submitted by the following method:

- a) One (1) original copy of the Submission Form containing the Submission to the Quality Criteria signed by an authorized representative (prominently marked "Original") and insert X > insert number copies. These should be in a sealed envelope clearly identified as Envelope # 1 with the first label in Appendix E affixed to the outside of the sealed envelope.
- b) The Pricing Evaluation Form is to be submitted in a separate sealed envelope clearly identified as Envelope # 2, with the second label in Appendix E affixed to the outside of the sealed envelope.
- c) Both Envelope #1 and Envelope #2 is to be placed into a single sealed package with the Submission Label attached (third label in Appendix E). Submissions are to be prominently

marked with the RFS title and number (see RFS cover), with the full legal name and return address of the Qualified Supplier, and with the Submission Deadline date and time;

- d) Submissions are to be submitted to the address set out on the Submission Label.

Submissions submitted in any other manner may be disqualified.

5.3.2 Submissions Must Be Submitted On Time at Prescribed Location

Submissions must be submitted at the location set out on the Submission Label on or before the Submission Deadline. Submissions submitted after the Submission Deadline will be deemed late, disqualified and returned unopened to the Qualified Supplier. For the purpose of calculating time, the Consortium clock at the prescribed location for submission shall govern.

5.3.3 Amending or Withdrawing Submissions Prior to Submission Deadline

At any time prior to the Submission Deadline, a Qualified Supplier may amend or withdraw a submitted Submission. The right of Qualified Suppliers to amend or withdraw includes amendments or withdrawals wholly initiated by Qualified Suppliers and amendments or withdrawals in response to subsequent information provided by addenda.

Any amendment should clearly indicate what part of the Submission the amendment is intending to replace.

The Consortium is under no obligation to return amended or withdrawn Submissions.

5.3.4 Submission Irrevocable after Submission Deadline

Submissions shall remain irrevocable in the form submitted by the Qualified Supplier for a period of two hundred and seventy (270) days running from the moment that the Submission Deadline has lapsed.

5.3.5 Consortium May Seek Clarification and Incorporate Response into the Submission

The Consortium reserves the right to seek clarification from Qualified Suppliers after the Submission Deadline. The response received by the Consortium from a Qualified Supplier shall, if accepted by the Consortium, form an integral part of that Qualified Supplier's Submission. The Consortium reserves the right to interview any or all Qualified Suppliers to obtain information about or clarification of their Submissions. In the event that the Consortium receives information at any stage of the evaluation process which results in earlier information provided by the Qualified Supplier being deemed by the Consortium to be inaccurate, incomplete or misleading, the Consortium reserves the right to revisit the Qualified Supplier's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

5.3.6 RFS Incorporated into the Submission

All of the provisions of this RFS are deemed to be accepted by each Qualified Supplier and incorporated into each Qualified Supplier's Submission.

5.3.7 No Incorporation by Reference

The entire content of the Qualified Supplier's Submission should be submitted in a fixed form and the content of websites or other external documents referred to in the Qualified Supplier's Submission will not be considered to form part of its Submission.

5.3.8 Submission to be Retained by the Consortium

Subject to Section 5.3.2, the Consortium will not return the Submission and any accompanying documentation submitted by a Qualified Supplier in response to this RFS.

5.3.9 Verification of Submissions

The Consortium may, in its sole discretion, verify any statement or claim contained in the Submission or made subsequently in any site visit or communication with the Consortium. This includes, but is not limited to:

- Verifying that the Qualified Supplier can fulfil the requirements contained in the SOW (Section 2).
- Verifying that the Qualified Supplier can fulfil the requirements of the Form of Agreement (Appendix A).
- Verifying that the Qualified Supplier's statements or claims in its Submission, during the information session, during the site visit, or during any other communications with the Qualified Supplier are truthful.

That verification may be made by whatever means (e-mail, telephone, site visit, or by interview) the Consortium deems appropriate and may include (without limitation) contacting:

- a) References provided in Appendix G;
- b) any person identified in the Submission;
- c) persons or entities other than those identified by the Qualified Supplier; and
- d) persons or entities identified in the Qualified Supplier's response to the first stage RFSQ.

This verification may include requiring Successful Qualified Suppliers to provide evidence of its current financial standing. This is to provide assurance to the Consortium of the operator's ability to provide the service over the term of the agreement. This may be indicated through the provision of, but not limited to:

- a reference letter from a Canadian Financial Institution providing banking or credit facilities to the Successful Qualified Supplier; or
- by audited or reviewed financial statements for each of the two most recently completed financial years.

This verification may also include requiring Successful Suppliers to provide evidence of meeting the insurance requirements in the Form of Agreement, Appendix A.

Should it chose to carry out any verification, the Consortium is under no obligation to inform the Qualified Supplier that it is doing so or of the nature of the information being sought.

In submitting a Submission, the Qualified Supplier consents to the Consortium's verification in accordance with this subsection.

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

The Consortium reserves the right to interview any or all Qualified Suppliers to obtain information about or verify of their Submissions upon completion of the evaluations. In the event that the Consortium receives information at any stage of the process, via the interviews or through other means, which results in earlier information provided by the Qualified Supplier being deemed by the Consortium to be inaccurate, incomplete or misleading, the Consortium reserves the right to revisit the Qualified Supplier's compliance with the mandatory requirements and/or adjust the scoring of the Quality criteria.

5.4 Execution of Agreement, Notification and Debriefing

5.4.1 Selection of the Successful Supplier

The Consortium anticipates that the Consortium will select one or more Qualified Suppliers within >insert # of days of the Submission Deadline, referred to as the “Successful Supplier(s)”. Notice of selection by the Consortium to the Successful Supplier(s) will be in writing. The Successful Supplier(s) shall execute the Agreement in the form attached as Appendix A to this RFS and satisfy any other applicable conditions of this RFS within >insert # of days of receipt of notice of selection. For clarity, in selecting Successful Supplier(s), the Consortium may, in its sole discretion, and notwithstanding a Qualified Supplier's preferences, accept all or none of a Submission or award a contract to a Qualified Supplier in respect of only certain bundles as determined by the Consortium in accordance with its requirements. This provision is solely for the benefit of the Consortium and may be waived by the Consortium in its sole discretion.

A Qualified Supplier who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its Submission or after receiving notice of selection, may be disqualified. The Consortium acknowledges the need to add transaction-specific particulars to Schedule A of the Form of Agreement but the Consortium will not otherwise make material changes to the Form of Agreement.

Qualified Suppliers are reminded that there is a question and answer period available if they wish to ask questions or seek clarification about the terms and conditions set out in the Form of Agreement. The Consortium will consider such requests for clarification in accordance with Section 5.1.3 of the RFS.

5.4.2 Failure to Enter Into Agreement

In addition to all of the Consortium’s other remedies, if a Successful Supplier fails to execute the Agreement or satisfy any other applicable conditions within >insert # of days of notice of selection, the Consortium may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Supplier and proceed with the selection of the next highest ranked Supplier.

5.4.3 Notification to Other Qualified Suppliers of Outcome of Procurement Process

Once the Successful Supplier and the Consortium execute the Agreement, the other Qualified Suppliers will be notified by the Consortium in writing of the outcome of the procurement process, including the name of the successful Supplier, and the award of the contract to the Successful Supplier.

5.4.4 Debriefing

Qualified Suppliers may request a debriefing after receipt of the notification described in Section 5.4.3. All requests must be in writing to the Consortium Contact and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Qualified Supplier in presenting a better Submission in subsequent procurement opportunities. The Consortium will not share information about other Submissions during a debriefing or engage in comparing the contents of different Submissions.

5.5 Prohibited Communications, Confidential Information and MFIPPA

5.5.1 Prohibited Qualified Supplier Communications

Qualified Suppliers shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Form of Offer.

5.5.2 Qualified Supplier Not to Communicate With Media

Qualified Suppliers may not at any time directly or indirectly communicate with the media in relation to this RFS or any contract awarded pursuant to this RFS without first obtaining the written permission of the Consortium Contact.

5.5.3 Confidential Information of Consortium

All information provided by or obtained from the Consortium in any form in connection with this RFS either before or after the issuance of this RFS:

- a) is the sole property of the Consortium and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFS and the performance of any subsequent Contract;
- c) must not be disclosed without prior written authorization from the Consortium; and
- d) shall be returned by the Qualified Suppliers to the Consortium immediately upon the request of the Consortium.

5.5.4 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)

The Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.36, as amended, applies to information provided to the Consortium by a Qualified Supplier. The confidentiality of information supplied by Qualified Suppliers (including their Submissions) will be maintained by the Consortium, except as otherwise required by law or by order of a court or tribunal. Qualified Suppliers are advised that their Submissions will, as necessary, be disclosed on a confidential basis, to the Consortium's advisors retained for the purpose of evaluating or participating in the evaluation of their Submissions.

By submitting any Personal Information requested in this RFS, Qualified Suppliers are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful Supplier to provide the services, such information may be used by the Consortium to compare the qualifications of such individual with any proposed substitute or replacement. If a Qualified Supplier has any questions about the collection and use of Personal Information pursuant to this RFS, questions are to be submitted to the Consortium Contact in accordance with the Qualified Suppliers to Review RFS section.

5.6 Reserved Rights and Governing Law

5.6.1 Reserved Rights of the Consortium

In contrast to a call for tenders, this RFS creates no relationship as between the Consortium and Qualified Suppliers in the nature of a bidding contract or "Contract A" and in submitting a Submission, Qualified Suppliers agree that they have no statutory, legal or equitable rights to claim any damages or other remedies against the Consortium for any prejudice suffered as a result of their participation (or exclusion from participation) in this RFS. For greater certainty but without limitation, the Consortium reserves the right to:

- a) make public the names of any or all Qualified Suppliers;
- b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Qualified Supplier and incorporate a Qualified Supplier's response to that request for clarification into the Qualified Supplier's Submission;
- c) assess a Qualified Supplier's Submission on the basis of:

- i. a financial analysis determining the actual cost of the Submission when considering factors including transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - ii. information provided by references;
 - iii. the Qualified Supplier's past performance on previous contracts awarded by the Consortium;
 - iv. the information provided by a Qualified Supplier pursuant to the Consortium exercising its clarification rights under this RFS process; or
 - v. other relevant information that arises during this RFS process;
- d) waive minor irregularities in a Qualified Supplier's Submission if they do not materially affect the qualifications of and the ability to provide student transportation services.
 - i. A minor irregularity means a deviation from the RFSQ requirements which affects form, rather than substance. If the deviation is permitted or corrected the Respondent would not gain an unfair advantage over other Respondents. The Consortium may permit the Respondent to correct a minor irregularity.
 - ii. A major irregularity means a deviation from the RFSQ requirements which affect the qualifications of and the ability to provide student transportation services. If the deviation is permitted, the Respondent could gain an unfair advantage over competitors. The Consortium will reject any Submissions which contains a major irregularity. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the Consortium.
- e) verify with any Qualified Supplier or with a third party any information set out in a Submission;
- f) check references other than those provided by any Qualified Supplier;
- g) disqualify any Qualified Supplier whose Submission contains misrepresentations or any other inaccurate or misleading information;
- h) disqualify any Qualified Supplier or the Submission of any Qualified Supplier who has engaged in conduct prohibited by this RFS;
- i) make changes, including substantial changes, to this RFS provided that those changes are issued by way of addenda in the manner set out in this RFS;
- j) select any Qualified Supplier other than the Qualified Supplier whose Submission reflects the lowest cost to the Consortium or the highest score;
- k) cancel this RFS process at any stage;
- l) cancel this RFS process at any stage and issue a new RFS for the same or similar services;
- m) accept any Submission in whole or in part;
- n) reject any or all Submissions; or
- o) in the event that the pricing contained in all Submissions exceeds the Consortium's existing budget by an amount in excess of >insert % of the budgeted amount, then without prejudice to any other rights or remedies which the Consortium may have, the Consortium

may negotiate directly with the Qualified Supplier whose Submission is evaluated to have the highest score, in order to finalize a contract price.

and these reserved rights are in addition to any other express rights or 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 Qualified Supplier or any third party resulting from the Consortium exercising any of its express or implied rights under this RFS.

By submitting its Submission, the Qualified Supplier authorizes the collection by the Consortium of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

5.6.2 Governing Law of RFS Process

This RFS process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A: FORM OF AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 20XX >insert date

BETWEEN:

The [XYZ Consortium] >insert Consortium name or member boards (hereinafter called “the Consortium”),

AND

[Bus Services Provider Name] >insert company name (Hereinafter called “the Operator”),

PREAMBLE

WHEREAS the Consortium has been formed to administer transportation services for the [Insert Member Board Names of the Consortium] hereinafter called the “Member School Boards” ;

WHEREAS the Consortium requires the provision of certain transportation services for the students on the routes established by the Consortium and described in the schedule(s) attached hereto and forming part of this Agreement;

WHEREAS the Operator is willing to provide the said transportation services to the Consortium,

THEREFORE, the parties agree as follows:

1. Definitions and Interpretation**1.1 Definitions**

Term	Definition
Agreement	The Form of Agreement and any attachments or schedules to the Form of Agreement, including, without limitation, the Operator’s RFS Submission.
Board Labour Dispute Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 2.7 Cancellation of services by the Consortium as a result of Board Labour Disputes of this Agreement. This rate shall be >insert percentage percent of the then current per diem contract rate.
Contract End Date	The last date upon which services under this Agreement shall be delivered. The Contract Ending Date of this Agreement is dd/mmm/yyyy >insert date
Contract Start Date	The date upon which services under this Agreement begin to be delivered. The Contract Starting Date of this Agreement is dd/mmm/yyyy >insert date.
Fixed Rate	Fixed Rates are included in Schedule A of this Agreement.
Inclement Weather Rate	The rate at which the Consortium will pay the Operator for the periods described in Article 2.5 Cancellation of services by the Consortium during Inclement weather of this Agreement. This rate shall be >insert percentage percent of the then current per diem contract rate.
Operator	The organization or individual supplying the services which are the subject of this Agreement. The Operator includes the staff of the Operator, the drivers, the equipment and all services provided by the Operator to perform the services under this Agreement.

Term	Definition
Per Diem	<p>The Per Diem is the combination of the Fixed Rate and the Variable Rate as provided for in Schedule A. It is to include but may not be limited to:</p> <ul style="list-style-type: none"> a) Capital costs (e.g. depreciation, interest cost) b) Insurance c) Licensing, including mandatory driver training requirements d) Drive clean e) Legislated inspections f) Training – ongoing driver education to meet Consortium and Ministry requirements g) Recruitment h) Spares i) Other General Administration, Operating or Miscellaneous – the other costs operating a business, including profit j) Wages – the cost to provide a driver for one day for the subject vehicle k) Benefits l) Other Employment Costs m) Maintenance – scheduled or otherwise n) Fuel component pegged at >insert pegged price o) Parking and Facilities
Rate For Operator Labour Disputes	<p>The rate at which the Consortium will pay the Operator for the periods described in Article 2.6 Cancellation of services by the Consortium as a result of Operator Labour Disputes of this Agreement. This rate shall be XX percent >insert percentage of the then per diem rate.</p> <p>NOTE TO DRAFT: This should be modified to reflect the Consortium's policy for payment during operator labour disputes.</p> <p>It should also be noted that it is Ministry policy to claw back any savings that result from an operator labour dispute.</p>
Rate For Consortium Labour Disputes	<p>The rate at which the Consortium will pay the Operator for the periods described in Article 2.7 Cancellation of services by the Consortium as a result of Board Labour Disputes of this Agreement. This rate shall be >insert percentage percent of the then per diem rate.</p>
Request for Services or RFS	<p>The Request for Services reference number >insert</p>
Route and Run	<p>Run: the roads traveled and stop locations. A run is a component of a route. A route may contain more than 1 run and may differ from AM to PM.</p>

Term	Definition
	<p>Route: the time and distance from the first student pick-up through to the last school and return by the most direct roads to the first pick-up for each AM and PM route. A route may contain more than 1 run and may differ from AM to PM.</p> <p>Where significant differences between an AM and PM Route exists, different compensation may be agreed between the Operator and Consortium.</p>
Variable Rate	Variable Rates are included in Schedule A of this Agreement.

1.2 Entire Agreement

The Agreement (including schedules, appendices or other material explicitly included by reference) constitutes the entire agreement between the parties.

1.3 Article Headings

The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Time is of the Essence

Time is of the essence of this Agreement. The mere lapse of time in the performance of the terms of this Agreement by any person shall constitute a breach of the Agreement.

1.5 Severability

Each of the provisions of this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision thereof.

1.6 No Assignment or Subcontracting Without Consent and Change of Ownership

The Operator shall not assign this Agreement or subcontract any of the services to be provided hereunder, without the prior consent in writing of the Consortium, which consent may be arbitrarily withheld. The Operator will promptly notify the Consortium of any proposed change in ownership.

If the Operator is a corporation, the Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator, or holding directly or indirectly voting control of the Operator at the time of entering into this Agreement, shall not without the prior written consent of the Consortium, sell, assign or otherwise dispose of the majority of voting shares of the Operator, whether through one or through a series of transactions or cease to hold directly or indirectly, voting control of the Operator.

Failure to obtain the Consortium's consent in writing to assign this Agreement to a new owner will render the Agreement null and void at the Consortium's sole discretion, if the change(s) in ownership is/are unacceptable to the Consortium.

1.7 Successors and Assigns

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, liquidators, administrators, successors and permitted assigns.

1.8 Survival

All representations, covenants, warranties, indemnities and limitations of liability set out in this Agreement shall survive the termination or expiry of this Agreement.

1.9 Non-Waiver

No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the party that is purported to have given such waiver or consent. No delay or omission on the part of any party to this Agreement to avail itself of any right it may have under this Agreement shall operate as a waiver of any such right. No waiver or failure to enforce any of the provisions of this Agreement shall in any way affect the validity of this Agreement or any part hereof.

1.10 Rights Cumulative

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

2. Term, Extension and Termination

2.1 Term

This Agreement shall commence on the Contract Starting Date and shall be for a term of five (5) years terminating on the Contract Ending Date unless terminated prior thereto as set out herein.

2.2 Option to Extend

The Consortium retains the option to renew this Agreement, at its sole discretion, for one (1) or two (2) additional one (1) year contract years at the fixed rate specified in Appendix A to this Agreement.

The Consortium's written notice to exercise its option to renew shall be given to the Operator no later than December 1, of the preceding year in which the option is to be exercised. The Operator shall either accept or decline the extension offered no later than 30 days (hereinafter the "Acceptance Date"). If the Operator fails to accept an offered extension on or before the Acceptance Date, the contract will terminate on the End Date.

2.3 Termination

This Agreement may be terminated:

- a) at any time on the mutual consent in writing of the Consortium and the Operator;
- b) by the Consortium, on fifteen (15) days' notice in writing,
 - i. where, in the opinion of the Consortium, the Operator has failed to fulfill all or part of the terms of this Agreement;
 - ii. where, in the opinion of the Consortium, the Operator (or any of its servants, employees or agents) fails to operate any of its vehicles in accordance with the requirements of the *Public Vehicles Act* and the Regulations thereunder, the *Highway Traffic Act (Ontario)* and the Regulations thereunder, and/or all other acts and regulations applicable to the provision of public or private student transportation, including Commercial Vehicle Operator's Registration (CVOR) under regulations of the Ministry of Transportation and Communications and including any regulations of the Consortium and its Member School Boards governing the transportation of their students;

- iii. where, in the opinion of the Consortium, the Operator no longer meets all or part of the requirements as described in the RFSQ; or
- c) by the Consortium without notice where the Operator becomes insolvent, makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any Submission under the Bankruptcy and Insolvency Act (Canada) or any comparable law, seeks relief under the Companies' Creditors Arrangement Act (Canada), the United States Bankruptcy Code, the Winding-up and Restructuring Act (Canada) or any other bankruptcy, insolvency or analogous law, is adjudged bankrupt, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian, sequestrator or other Person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such a petition.

2.4 Cancellation, Alteration or Consolidation of Runs or Routes

2.4.1 Cancellation, Alteration or Consolidation

The Consortium, may, on 30 Days notice in writing to the Operator and without terminating this Agreement:

- a) eliminate or cancel (permanently or temporarily) any run, runs, route or routes in respect of which the Operator is providing or has provided transportation services, where any such run or route is deemed unnecessary by the Consortium; or
- b) alter or modify any particular run, runs, route or routes, or consolidate any particular runs or routes, in respect of which the Operator is providing or has provided transportation services.

For greater certainty and without limiting the generality of the foregoing, the Consortium may alter the scheduling for a run, runs, route or routes.

2.4.2 No Claim for Losses

In the event of the Consortium exercises its rights under either 2.4.1 (a) or (b) (or both) above, the Consortium shall not be liable to the Operator for any claims, suits, costs, expenses or damages whether direct or indirect and whether evaluated on a compensatory or other basis, including, without limiting the generality of the foregoing, lost profits which may be incurred by the Operator as a result of such alteration, modification, reorganization or consolidation of routes or runs.

The Operator expressly acknowledges and agrees that, over the term of this Agreement, the Consortium may be engaged in processes that will result in the reduction of the number of buses, runs or routes required by the Consortium to transport students.

2.4.3 Payment for Altered Routes and Runs

The fixed and variable rates provided in Appendix A will be used to calculate the compensation for any altered or consolidated route. In the event that an alteration or consolidation of a route results in few kilometers than that provided for in the fixed rate, the Operator will be paid the fixed rate. The variable will be paid for every kilometer driven over the Fixed Rate.

In the event that the Submission does not include a rate for the type of vehicle to be used, the Consortium agrees to pay and the Operator agrees to accept an amount per day which is the average amount – based upon the same vehicle type - paid by the Consortium to other operators for the type of vehicle to be provided by the Operator. All the terms and conditions of this Agreement shall apply to

the services provided by the Operator on any replacement route or routes and on any replacement vehicle or vehicles.

2.5 Cancellation of Services by the Consortium during Inclement Weather

2.5.1 Notice of Cancellation

In addition to the rights provided for in Article 2.4, above, the Consortium may, by written notice delivered to the Operator, cancel or suspend transportation services in the event of circumstances beyond the control of the Consortium which, in the absolute discretion of Consortium, justify such cancellation of suspension. Without limitation, such circumstances include inclement weather.

2.5.2 Payment in Event of Cancellation

In the event the Consortium suspends or cancels service pursuant to section 2.5.1 above, Consortium shall pay the Operator the lesser of:

- a) an amount equal to the Inclement Weather Rate for the period during which transportation services are not required; or
- b) the Inclement Weather Rate for the fifteen (15) days following the delivery of a notice of suspension of service in accordance with this Article.

2.5.3 No Additional Claims

In the event of cancellation pursuant to the present Article, the payments provided in section 2.5.2 (b) above shall be the Consortium's only obligation and the Operator shall not be entitled to any further payment from the Consortium until such time as it receives notice that the transportation services are again required by the Consortium. The Operator hereby releases the Consortium for any amounts, claims, expenses, costs, damages, causes of action whether direct or indirect, whatsoever in excess of the amount required to be paid to the Operator by the Consortium under the terms of section (b) above.

2.5.4 Time of Notice

The written notice provided in section 2.5.1 above must be delivered in accordance with Article 7. In the event a notice of cancellation under the present Article is delivered after that time, the Operator shall be entitled to payment at the normal prevailing rate for the cancelled routes and runs for the day on which the notice was delivered, with the notice being effective the next day.

2.6 Cancellation of Services by the Consortium as a Result of Operator Labour Disputes

In addition to the rights provided in Article 2.4, where the Operator notifies the Consortium that transportation services will not be available because of Operator Labour Disputes, the Consortium shall pay the Operator an amount equal to the Rate For Operator Labour Disputes the period during which transportation services are unavailable for up to a maximum of fifteen (15) days.

For greater certainty, in the event the Operator Labour Dispute carries on for longer than fifteen (15) days, the Operator shall not be entitled to any further payment from the Consortium until such time as normal service under this Agreement is resumed and the Operator hereby releases the Consortium from any amounts, claims, expenses, costs, damages, causes of action whether direct or indirect, whatsoever in excess of the amount required to be paid to the Operator by the Consortium under the terms of this Article. Where an Operator Labour Dispute carries on for more than fifteen (15) days, the Consortium may cancel this Agreement and seek alternate arrangements for transportation services.

2.7 Cancellation of Services by the Consortium as a Result of Board Labour Disputes

Where the Consortium notifies the Operator in writing that transportation services will not be required because of Board Labour Disputes, the Consortium shall pay to the Operator an amount equal to the Board Labour Dispute Rate for the period during which transportation services are not required by the Consortium for a maximum of thirty (30) days. If at the end of the said 30 day period, Ministry Funding is discontinued or reduced the Consortium may at its sole discretion,

- a) cancel this Agreement and, at the end of the Board Labour Dispute, seek alternate arrangements for transportation services, or
- b) reduce the Board Labour Dispute Rate in proportion to the Ministry Funding reduction, in which case the Operator may accept this reduction or terminate this Agreement without penalty.

3. Services

3.1 Consortium Shall Determine and Communicate Routes and Schedules

The Consortium shall determine route design; designate locations and times for picking up and discharging students, destinations, student loads, student stop lists, student information and any other information required by the Operator to perform the duties of the contract. Changes in route design and/or locations for picking up and discharging students shall be determined and communicated by the Consortium to all necessary parties. Consortium will provide the routes and schedules at least X days > insert number of days before start of service.

The Operator shall, during the term of this Agreement, provide transportation services in accordance with the attached Statement of Work, which shall include (without limitation):

- a) the route or routes for which the service is to be provided; and
- b) the size of vehicle to be used on each route.

3.2 Operator Compliance with the Routes and Schedules

The Operator shall strictly comply with the route schedule supplied by the Consortium. No changes in route schedules shall be made without written authorization of the Consortium's transportation office. Drivers are not to change any pupil from one vehicle to another without written authorization unless under emergency conditions in which cases the Operator must advise the Consortium as soon as possible. The students shall be picked up at and delivered to their designated pick-up/ drop off points only.

The Operator shall not transport persons other than those designated by the Consortium, on the routes specified in Schedule A, without prior authorization from the Consortium.

A copy of the route schedule is to be kept in the bus at all times. Up-to-date copies must be made available and issued to replacement drivers by the Operator.

4. Operator Obligations

4.1 Inadmissibility of Charter Runs

The Operator covenants that during the term of this Agreement it shall, whether transporting regular home-to-school students or whether transporting special needs, kindergarten or special education students, transport students in accordance with the specifications contained in this Agreement. The Operator will not permit charter runs or other fares to prejudice the operation of any regular route for which it is receiving payment from the Consortium.

4.2 Driver to be Aware of and Follow the Conditions of the Agreement

It is the responsibility of the Operator to ensure that its drivers are aware of and follow the conditions of the Agreement, provided that the Operator is not required to disclose the financial terms of the Agreement to its drivers.

4.3 Independent Contractor

For the purposes of this Agreement, the Operator shall be deemed in all respects to be an independent contractor, and in no event shall it (or its employees, representatives or agents) be deemed to be an employee or agent of the Consortium or its Member School Boards.

4.4 Operator Deemed to be in the Business of Carrying Passengers for Compensation

The Operator shall be deemed to be in the business of carrying passengers for compensation, notwithstanding payment or lack of payment under the terms of this Agreement.

4.5 Operator Representations and Warranties

The Operator represents and warrants to the Consortium that:

- a) no person, firm or corporation, other than the Operator, operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the Consortium, has any interest in this Agreement;
- b) the Submission or price quotation submitted by the Operator in connection with this Agreement was made without any connection, knowledge, comparison of figures or arrangement with any other person making a Submission for the same work, and was, in all respects, fair and without collusion or fraud; and
- c) no member of the Consortium and no officer or employee of the Consortium or its Member School Boards, except those that are expressly declared and approved in writing by the Consortium, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder (except via ownership through mutual funds or similar instruments), broker, surety or otherwise howsoever, in or in the performance of the said contract, or in the supply of services, work or business in connection with the said contract, or in any portion of the profits thereof, or in any of the moneys to be derived there from.

4.6 Indemnification by the Operator

For the consideration provided in this Agreement, the Operator, for itself, its heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the Consortium and its Member School Boards, their successors and assigns, from any and all matter of damage or injury, claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise, arising out of or incurred by reason of the transportation services provided by the Operator under this Agreement. In particular, and without limiting the generality of the foregoing, this includes any injury or prejudice arising out of the breach by the Operator or by those for whom the Operator is at law responsible, of any of their respective obligations under this Agreement. The Operator acknowledges that its liability hereunder shall continue notwithstanding the fact that the transportation services may be provided through the operation of a motor vehicle on a private road or other private property rather than on a public highway or in a location other than the route or routes specified in the attached schedule(s). In addition, the Operator shall indemnify and hold harmless the Consortium and its Member School Boards against any claim, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise arising out of the awarding of this contract to the Operator.

4.7 Compliance with Acts, Regulations and Policies

At all times that the Operator is providing service under the Agreement, the Operator shall comply with the provisions of the Highway Traffic Act, the Public Vehicles Act (Ontario) and all Regulations made thereunder as well as any other Act or Regulation applicable to the provision of public or private

transportation for school students. Without limiting the generality of the forgoing, an illustrative list of such Acts and Regulations is included as Schedule A – Applicable Acts, Statutes and Regulations. This list is not exhaustive and items may be added or deleted at any time.

The Operator shall comply and cause its drivers to comply with all applicable Consortium and Member School Board policies, including (without limitation) published policies and procedures on student transportation.

The Consortium shall notify the Operator of any changes, additions or deletions to Consortium and Member School Board policies and procedures during the term of this Agreement, in accordance with Article 7 of this Agreement.

4.8 Evidence of Financial Ability

The Operator shall, on 30 days written notice, provide such evidence as is reasonably acceptable to the Consortium of its financial ability to satisfactorily carry out this Agreement for the duration of its term. Evidence that is reasonably acceptable may include one or more of:

- a) audited, or if not available, unaudited, financial statements, prepared or submitted by an individual, individuals or company with a Licensed Public Accountant designation, for the most recently ended fiscal year and for the two years preceding, and/or
- b) cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a Licensed Public Accountant, and/or
- c) reference letters, from Canadian Financial Institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator.

4.9 Driver and Vehicle Qualifications and Consent to Disclosure

The Operator shall submit to the Consortium no later than [→insert]

- a) an up-to-date Driver's License Abstract;
- b) a complete list of vehicles to be used in providing the service, stating for each vehicle: capacity, year of manufacture, license plate number, and fuel type;
- c) the Operator's Workers' Insurance and Safety Board Firm Number;
- d) a list of the names of the drivers and attendants assigned to each route. If a driver or attendant is replaced during the term of this Agreement, a new updated list must be submitted to the Officer forthwith. The Operator shall maintain a photocopy of all drivers' licenses at its office for inspection by the Board. The Operator will ensure that the drivers' licenses are renewed in due course; and
- e) the First Aid and CPR certifications for all drivers and attendants.

Optional language if in use by Consortium: Notwithstanding that the Operator is an independent contractor, the Operator understands and agrees that the Consortium has a responsibility to ensure pupil safety, and the Operator therefore agrees that it shall provide to the Consortium, at the start of each year of the Agreement, a duly executed Consent to Disclosure for the Operator and each driver which the Operator will use to provide services pursuant this Agreement where the driver will be, at any time, in proximity to any pupil(s).

The Operator further agrees that if:

- a) any driver fails to provide the Consent to Disclosure; OR

- b) the criminal record or results from a Vulnerable Sector Screening of any driver is contrary to the Consortium's policy regarding the criminal record or Vulnerable Sector Screening result of prospective employees; OR
- c) the criminal record or results from a Vulnerable Sector Screening of any driver discloses any offenses or results which, in the absolute discretion of the Consortium, causes concern to the Consortium as to the safety and well being of the pupil(s) transported in a vehicle operated by the relevant driver

then the Operator shall not permit any such driver to provide any of the services identified in this Agreement. In the event that the Operator does use or permit any such driver to provide any of the services as identified in this Agreement, then the Consortium may, in its sole discretion, terminate this Agreement without notice and may charge back to the Operator any costs associated with obtaining replacement services for the otherwise remaining portion of the Term.

5. Insurance

5.1 Evidence of Insurance

The Operator shall provide to the Consortium

- a) not less than fifteen (15) days before the Contract Start Date; and
- b) upon request at any other time during this agreement within 15 days

evidence in the form of a certified copy of an insurance policy, issued by the underwriting company, providing at least the minimum insurance coverage outlined in this section.

5.2 Insurance Coverage

The Operator shall maintain, in respect of each motor vehicle used for transporting pupils, automobile insurance with an insurance company licensed to do business in the Province of Ontario and Canada insuring the Operator for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows [insert proper insurance rates, Consider consulting an insurance broker for advice on the appropriate level of insurance.]:

- a) \$ 1,000,000.00 for a vehicle with a seating capacity of not more than 7 persons;
- b) \$ 5,000,000.00 for a vehicle with a seating capacity of 8-12 persons; and
- c) \$ 8,000,000.00 for a vehicle with a seating capacity of 13 or more persons

provided that should the amount of such insurance coverage as prescribed under The Public Vehicle Act or under any other relevant Act (as may be amended from time to time) be greater than that set out in (a) , (b) or (c) above, the amount prescribed by such Act shall be maintained by the Operator.

Changes to insurance coverage required by the Consortium during the term of this Agreement that affect the cost of providing the services under this Agreement will entitle the Operator to compensation from the Consortium covering those cost increases.

In the event legislative or regulatory amendments are adopted during the term of this Agreement that affect the cost of insurance required to provide the services under this Agreement, the Consortium may at its sole discretion increase payments to the Operator to offset those costs.

In addition to autobus liability coverage, the Operator shall provide comprehensive general liability insurance in an amount of not less than \$5,000,000.00, inclusive, and such policy shall name the Consortium and its Member School Boards as Additional Insured. A certificate of Insurance, proving the Consortium has been added as an Additional Insured shall be provided not less than 15 days before the

Contract Start Date. [Note: Consider verifying with a broker whether amounts are current and appropriate.]

5.3 No Cancellation Without Notice to the Consortium

The certified copies of all policies of insurance delivered to the Consortium pursuant to this Article shall contain a provision to the effect that such policy will not be cancelled by the insurer without at least sixty (60) days written notice to the Consortium. Proof of insurance must be provided in each year of the term of the Contract.

5.4 Workplace Safety and Insurance Board Insurance

The Operator shall provide for Workplace Safety and Insurance Board of Ontario insurance for all drivers or Operators employed in connection with this Agreement as may be required by the Workplace Safety and Insurance Act. As required by the Consortium during the Term, the Operator shall furnish proof of coverage, including optional personal coverage, under the Workplace Safety and Insurance Act and a clearance certificate indicating that the Operator is in good standing and that all premium payments are current.

6. Default

In the event of any default by the Operator, however caused, of any term or condition of this Agreement, the Consortium may, without terminating this Agreement under the provisions of Article 2.3 hereof, provide alternate transportation for the students affected by such default and charge any incremental additional cost of such alternate transportation to the Operator at the current per day rate specified in the current agreement between the Consortium and any such operator chosen to provide the alternate transportation and/or deduct such costs from moneys then owing or in the future to be owing to the Operator by the Consortium.

Notwithstanding the foregoing, the Consortium may at its option, by written notice given in accordance with the terms of Article 2.3 hereof terminate this Agreement or require the Operator to remedy the default in respect of which such notice has been given within fifteen (15) days, failing which this Agreement will be deemed to be terminated.

Without restricting the generality of the foregoing, for the purposes of this Article and Article 2.3, “default” shall be deemed to include an interruption in transportation service save and except acts of God and civic disorders.

7. Notices

7.1 Timing and Delivery of Notices

Where notifications, permissions or authorizations are sought or given by either the Consortium or the Operator, these may be sent in writing, subject to the timing restraints associated with such notification, permission or authorization in any or all of the following ways:

- a) By prepaid registered post mailed at a post office in the Province of Ontario. Such notice shall be deemed to have been received on the third (3rd) business day following the day of mailing.
- b) By hand-delivery to the Transportation Office of the Consortium or to the Operator. Such hand-delivered notice shall be deemed to have been given and received at the time of such delivery.
- c) By email. Such notice shall be deemed to have been sent and received in accordance with section 22 of the *Ontario Electronic Commerce Act*.

8. Standards of Performance

8.1 Conformance to Standards of Performance

The Operator shall perform the services provided for in this Agreement in accordance the standards that are included in Schedule C.

8.2 Performance Failure

Where Consortium observes a failure in performance, it shall deliver a written Report of Failure to the Operator. Within 15 days of the receipt of such Report of Failure, Operator shall produce a written response that explains how and when the failure will be addressed. Any defect in performance must be remedied in no more than 15 days from the date of the Operators written response to a Report of Failure.

In the event of persistent and/or unremedied subsequent failures against the same Performance Standard, the Board may, at its sole discretion, request an additional remedy or may terminate the Agreement in accordance with Article 2.3 (b).

8.3 [OPTIONAL] Surety, Bonds and/or Letters of Credit

A Performance Surety will be provided by the Operator in the amount of >insert dollar amount. The Performance Surety secured by the Operator will be in the form of:

- a) an original Irrevocable Letter of Credit or a Certified Cheque; or
- b) Money Order or Bank Draft

payable to the Consortium and which has been issued by a Canadian Chartered Bank or Trust Company, in the appropriate amount.

If the Irrevocable Letter of Credit is the vehicle chosen for the Performance Surety, it MUST be IDENTICAL to the form as presented in [Schedule X] attached.

The Performance Surety will be deposited with and held by the Consortium prior to the commencement of the contract.

The Performance Surety may be drawn on by the Consortium at any time to secure the due performance and observation of the contract; the payment of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of the contract.

Such Performance Surety will not be released until forty-five (45) days after substantial performance of the contract and the full discharge of all claims, liabilities and obligations incurred by the successful bidder(s) during the performance of this contract.

The Operator further covenants and agrees that, where the contract has been terminated or cancelled by virtue of the default of the Operator,

- a) the said Performance Surety will not be revoked or canceled, and
- b) the Consortium may draw from the Performance Surety to compensate for such damages, losses or expenses incurred, or to be incurred, for which the Consortium may be liable.

Should the said damages, losses or expenses be in excess of the amounts drawn, the successful bidder(s) shall be liable to the Consortium for such excess.

The Performance Surety is to guarantee that the selected Qualified Suppliers will complete the contract in a proper and satisfactory manner in accordance with the Terms and Conditions of the RFS and MUST be presented by the Operator to the Consortium within seven (7) working days of being notified that such documentation is required.

9 Consideration and Accounting

9.1 Basis for Payments

Monthly invoices are to be submitted by each Operator covering Routes serviced in the preceding calendar month. The invoices must reflect the rates provided for in Schedule A.

Each invoice shall, at a minimum, unless changed at the sole discretion of the Consortium, include for each route:

- a) Route descriptor (number); number of days of service provided; kilometers traveled from first pick up to last drop off morning and afternoon (including shortest distance back to first pick up);
- b) Extra kilometers will be calculated based on the route schedule provided by the Consortium;
- c) The number of Inclement Weather Days agreed to by the Consortium in the month invoiced;
- d) The number of Board Labour Dispute Days agreed to by the Consortium in the month invoiced; and
- e) The number of Operator Labour Dispute Days agreed to by the Consortium in the month invoiced.

The proportion of the invoice related to fuel compensation is to be computed by the Operator and itemized on each monthly invoice for each route by multiplying the Route distance by the number of school days (as provided in 2.1.1 of the Statement of Work) and applying the Fuel Efficiency Factor for the Vehicle Class servicing the route (see Schedule D). The Fuel Efficiency Factor remains fixed for the term of the agreement for each vehicle class, unless otherwise amended at the sole discretion of the Consortium.

The Operator may be subject to a fuel adjustment twice a year, based on the cost of fuel provided in the GSN from the Ministry of Education on a yearly basis (see Section D Fuel Price Adjustment Clause).

To compute the fuel compensation, the Consortium will adjust the fuel payment for each route by factoring (up or down) the fuel cost per class of vehicle as outlined in Schedule D.

Complete, correctly constructed and substantiated invoices shall be settled by the Consortium after not more than X days >insert days of the date of claim or not more than X days >insert days from the end of the month claimed whichever is the later. Payments to Operators shall be made via Electronic Funds transfer.

9.2 Vehicle Rates

The Fixed and Variable Rates, collectively the Per Diem rate, will include all costs to operate the vehicle for one day as defined in Article 1.1 – Definitions. Fuel consumption is to be included in the Per Diem rates.

If the actual distance for a route exceeds the Standard Kilometers specified on the Pricing Evaluation Form, the Fixed Rate will be adjusted using the Variable Rate to calculate the Per Diem.

If the actual distance for a route is less than the Standard Kilometers, the Fixed Rate will not be adjusted to recalculate the Per Diem.

10. General

10.1 Amendments to the Agreement

Any of the terms of this Agreement may be amended by the mutual consent, in writing, of the Consortium and the Operator.

10.2 Administration Provisions for the Consortium

Except where otherwise expressly provided above, for the purposes of administering the provisions of this Agreement, “the Consortium” shall be deemed to include the Consortium’s duly authorized officers and employees.

10.3 Successors and Permitted Assigns

This Agreement shall ensure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

10.4 Confidentiality of all Information

While recognizing the Board’s duty to provide Student and other Confidential Information to the Operator in a timely fashion, in accordance with the Freedom of Information and Protection of Privacy Act, all personal information contained in all school listings provided by the Consortium and the Consortium’s Member School Boards’ schools to the Operator remains the property of the Consortium/school and cannot be divulged to any person, persons or other organizations without obtaining prior written consent from the Consortium.

In like manner, all personal information collected about Operators, its members, and its employees remains the property of the respective organizations or individuals and cannot be divulged to any person, persons, or other organizations without obtaining prior consent from the respective organizations or individuals.

10.5 Operators Rights to Provide Services to Other Boards

Notwithstanding anything else to the contrary contained herein, the Operator shall be permitted to provide transportation services to any other school board (Additional Board) provided that provision of the transportation services to any or all of the Additional Boards does not otherwise impair or detrimentally affect the provision of transportation services under this Agreement.

The Operator agrees that, upon the request of the Consortium, it shall provide to the Consortium a copy of any agreement for the provision of transportation services that it may have with any or all of the Additional Boards pursuant to which the operator purports to use the same vehicles at the same times to provide transportation services to both the Consortium and any or all of the Additional Boards.

Except as may be expressly authorized under this Agreement, the Operator shall not provide transportation services utilizing the same vehicles at the same times as it uses them to deliver services under this Agreement to any Additional Boards or any other persons or entities.

10.6 Dispute Resolution – For Disputes That Do Not Impact Health and Safety

10.6.1 Mediation

Except for dispute which, in the sole opinion of the Consortium, impact Health and Safety, any and all disputes claims or controversies arising out of or in any way connected with or arising from this Agreement, its negotiation, performance, breach, enforcement, existence or validity, any failure of the Parties hereto to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the Parties to this Agreement, which cannot be amicably resolved, even if only one of the Parties hereto declares that there is a difference, shall first be referred to an appropriate person or firm for non-binding mediation. Any Party may at any time give written notice to the others of its desire to submit such a dispute to non-binding mediation, stating with reasonable particularity the subject matter of such dispute and indicating its desire for the Parties to jointly appoint a mediator. Within ten (10) days after receipt of such notice, the Parties shall appoint a

single mediator with appropriate experience to mediate and assist in the consensual resolution of such dispute. If the Parties fail to appoint a mediator within such ten (10) day period, any Party may then give a notice for the arbitration of such a dispute under the terms of Section 9.6.2 hereof. The mediator so appointed shall promptly arrange to hold a hearing or meetings to enable each of the Parties to make submissions and to mediate the dispute. The mediation shall be conducted in Ontario, in English (or French on consent of the Consortium) and in accordance with procedures agreed to by the Parties and the mediator. If in the determination of the mediator those procedures cannot or have not been settled by agreement within a reasonable time, the procedures shall be those specified by the mediator. The costs of the mediation shall be borne equally by the Parties making submissions. None of the Parties shall make a request for arbitration until sixty (60) days following the termination of the mediation process, or within sixty (60) days of a determination by the mediator, acting reasonably, that a mediated settlement cannot be reached.

10.6.2 Arbitration

Except for disputes which, in the sole opinion of the Consortium, impact Health and Safety, and subject to Section 9.6.1 above, any and all disputes, claims or controversies arising out of or in any way connected with or arising from this Agreement, its negotiation, performance, breach, enforcement, existence or validity, any failure of the Parties hereto to reach agreement with respect to matters provided for in this Agreement and all matters of dispute relating to the rights and obligations of the Parties to this Agreement, which cannot be amicably resolved, even if only one of the Parties hereto declares that there is a difference, shall be referred to and finally settled by private and confidential final binding arbitration held in Ontario, Canada in English (or French on consent of the Consortium).

Except as specifically provided herein, any arbitration under this Agreement shall be carried out in accordance with the Arbitration Act, 1991 (Ontario, S.O. 1991, CHAPTER 17, as may be amended from time to time).

10.6.3 Appointment of Arbitrator

Any Party may at any time give written notice to the others of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute and indicating its desire for the Parties to jointly appoint an arbitrator. Within ten (10) Business Days after receipt of such notice, the Parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the Parties fail to appoint an arbitrator within such ten (10) Business Day period, any Party may apply to a Judge of the Ontario Superior Court of Justice to appoint an arbitrator to determine such dispute. The arbitrator so appointed shall forthwith proceed to arbitrate the dispute.

10.6.4 Costs and Bar on Appeal

The costs of the arbitration shall be paid as determined by the arbitrator. Despite anything to the contrary contained in the Arbitration Act, 1991, the award of the arbitrator shall be final and binding upon the Parties and all persons claiming through or under them, and shall not be open to appeal.

10.6.5 Enforcement

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and thereupon execution or other legal process may issue thereon. The Parties hereto and all persons claiming through or under them hereby attorn to the jurisdiction of the arbitrator and to the jurisdiction of any court in which the judgment may be entered.

10.7 Dispute Resolution – For Health and Safety Disputes

10.7.1 Rectification Notice

Where the Operator or Consortium fails to comply with any of its obligations under the Contract, the other party may (without limitation to its rights elsewhere in this Agreement) issue a rectification notice

to the Offending Party setting out the manner and time-frame for rectification. Immediately upon receipt of that notice, the Offending Party shall either:

- a) comply with that rectification notice; or
- b) provide a rectification plan satisfactory to the other party.

10.7.2 Failure to Comply with Rectification Notice

If the Offending Party fails to either comply with that rectification notice or provide a satisfactory rectification plan,

- a) where the other party is the Consortium, the Consortium may immediately terminate the Agreement,
- b) where the other party is the Operator, the Operator may immediately cease to supply such services or perform such actions that continue to put the health and safety of the person at risk without penalty to the Operator.

If the Operator has been given a prior rectification notice and the same type of non-compliance subsequently occurs, the Consortium may immediately terminate the Contract without notice.

10.8 Right to Audit

10.8.1 Facility/Operational Audits

With reasonable written notice, and with respect to matters related to this Agreement, the Consortium shall have the right, at its own expense, and without limitation,

- a) to request documents for audit and review;
- b) to visit the premises of the Operator; and/or
- c) to inspect any and all aspects of the Operator's business premises, equipment, services and business practices to determine and confirm compliance with any part of this Agreement.

10.8.2 Route Audits

With no notice, and with respect to matters related to this Agreement, the Consortium shall have the right and without limitation to conduct random route audits.

IN WITNESS WHEREOF the OPERATOR and the CONSORTIUM have signed at _____ >insert
City, Ontario, this _____ day of _____, 20__ >insert date.

[CONSORTIUM/SCHOOL BOARD]

Per:

.....
Signature of Authorized Officer

.....
Printed Name

.....
Title of Authorized Officer

[OPERATOR]

Per:

.....
Signature of Authorized Officer

.....
Printed Name

.....
Title of Authorized Officer

SCHEDULE A – Statement of Work and Rates

[To be completed after selection of the successful Supplier]

Statement of Work

>insert from Section 2

Rates

>insert from Pricing Evaluation Form

Schedule B – Applicable Acts, Statutes and Regulations

1. Acts that Regulate the Operations and Business Affairs of Ontario's School Bus Companies

1.1 Provincial Statutes

Apprenticeship & Certification Act (acquisition of skills for bus technicians through workplace-based apprenticeship programs)

Accessibility for Ontarians With Disabilities Act (accessible buses and services for passengers with disabilities) Business Corporations Act

Compulsory Automobile Insurance Act (insurance requirements for operating vehicles on highways of Ontario Dangerous Goods Transportation Act

Employment Standards Act (recruitment, employee benefits, working conditions, remuneration, overtime, vacation, etc.)

Employers Health Tax Act

Environmental Protection Act (diesel engine smoke opacity limits, DriveClean annual emission testing, handling/disposal of used engine oil, tires, batteries, etc.)

Freedom of Information & Protection of Privacy Act (employee records, reference checks, etc.)

Fuel Tax Act (registration for charter trips beyond Ontario borders, IFTA-International Fuel Tax Agreement, mileage reporting and tax remittance for inter-jurisdictional buses)

Highway Traffic Act (driver & vehicle licensing, Commercial Vehicle Operator Registration-CVOR, vehicle maintenance standards, equipment requirements, safety inspections, rules of the road, vehicle inspection station licensing, etc.)

Human Rights Code
Income Tax Act

Labour Relations Act

Licence Appeal Tribunal (suspension or revocations of a bus company's CVOR, vehicle inspection station licence, etc.)

Liquor License Act (driver's responsibility to ensure passengers don't consume alcohol on charter bus trips)

Occupations Health & Safety Act (employee Health & Safety training, WHMIS training, employee return-to-work protocols, "Work Well" program and audits, workplace safety reps & committees, accident response and employer reporting responsibilities, etc.)

Ontario Highway Transport Board Act (procedures governing licensing of for-hire passenger carriers)

Public Vehicles Act (licensing for-hire passenger carriers, bus driver and vehicle equipment requirements, passenger liability insurance, operating authority, etc.)

Tobacco Control Act / Smoke Free Ontario Act (regulates smoking in the workplace and on buses) Trades Qualification & Apprenticeship Act

Travel Industry Act (regulates charter bus companies that provide packaged travel or tour services in addition to transportation services)

Waste Management Act

Workplace Safety & Insurance Act

1.2 Federal Statutes

Canada Pension Plan Act

Canada Labour Code (affecting federally regulated school bus companies that operate beyond Ontario borders) Environmental Protection Act

Criminal Code

Employment Equity Act

Employment Insurance Act

Holidays Act (statutory holidays)

Income Tax Act

Motor Vehicle Safety Act & Canadian Motor Vehicle Safety Standards (importing used school buses from out of country, seat belts, equipment standards for new vehicles, etc.)

Motor Vehicle Transport Act (affecting federally regulated school bus companies that operate beyond Ontario borders)

Personal Information Protection and Privacy & Electronics Documents Act

Quarantine Act (affects buses that are returning to Ontario from the USA transporting a passenger that might have a communicable disease or a passenger has died while on board a bus)

Transportation of Dangerous Goods Act

Schedule C – Standards of Performance

Standard	How Evaluated
Vehicle Service	
1. Overall vehicle condition is in good working order.	1. Random periodic audit by a Consortium representative accompanied by a fault report. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
2. Inspections done by MTO are reported to the consortium within 48 hours.	1. Random periodic audit by a Consortium representative accompanied by a fault report
3. Pre-trip inspections are done daily by the driver/operator.	
4. The operation is presented in a professional and organized manner.	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
5. Systems are in place to receive current Consortium generated information.	1. Random periodic audit by a Consortium representative accompanied by a fault report
6. All pertinent contact information is kept up to date.	1. Random periodic audit by a Consortium representative. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
7. Driver performance is tracked historically.	
8. All drivers have bus reports available daily, and are trained in filling them out completely and accurately.	
9. Accident forms are filled out completely and accurately, and adhere to school board policy.	
10. Fleet logs are kept and vehicle age is recorded.	
Training & Safety	
11. Contact information is up to date and maintained regularly.	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
12. Driver performance is monitored and retraining is provided for drivers with safety/accident records.	1. Random periodic audit by a Consortium representative accompanied by a fault report
13. Driver training records are to be kept.	
14. Training systems are in place for basic student behaviour and a process for training new and spare drivers in available.	

Standard	How Evaluated
15. Up to date police checks for drivers are maintained.	
16. Student management is handled in a safe and professional manner.	1. Random periodic audit by a Consortium representative accompanied by a fault report. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
17. Vehicles in the fleet are kept clean and are in safe working order	1. Random periodic audit by a Consortium representative accompanied by a fault report. 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
18. Communication devices are available and functional	
19. Safety issues are reported and documented in a timely manner	
20. All drivers are First Aid & CPR certified	
21. Medical or special considerations for students are made available to drivers	
Communication	
22. Operator will ensure the most recent route and stop locations are followed	1. Random periodic audit by a Consortium representative accompanied by a fault report 2. Correspondence (mail, email, phone, fax) from parents, teachers or any member of the public indicating the likelihood that the standard is not being met. Consortium will conduct an inspection.
23. Direct communication indicating route delays or cancellations will be made to the school, the consortium, radio stations, and the website, if applicable	
24. A communication device will be used to maintain contact between the base of operations (dispatch) and drivers during all route times.	
25. Communicating while the bus is in motion will be kept to a minimum and only when absolutely necessary	

Schedule D – Fuel Price Adjustment Clause

The parties acknowledge and agree that the payments to be made hereunder by the Consortium to the Operator shall be subject to a price adjustment based on fuel cost escalation or de-escalation (the “Price Adjustment”). The Price Adjustment shall be based on the adjustments set out in the yearly Grants for Student Needs (“GSN”) issued by the Ministry of Education.

The parties further acknowledge and agree that the members of the Consortium are northern boards within the meaning of the GSN. The Price Adjustment shall be affected two times per school year: once on August 1 covering the period from February 1 to July 31; and once on February 1, covering the period from August 1 to the January 31. All such Price Adjustments shall be paid by either the Consortium to the Operator, or by the Operator to the Consortium, as the case may be, within thirty (30) days from the end of each of the above-noted periods. The parties covenant and agree to sign an acknowledgement with respect to the yearly GSN issued by the Ministry of Education for each school year during the term of this Agreement. The obligation to effect the above-noted payments shall survive the expiration or sooner termination of this Agreement.

The Consortium will use the Ministry of Energy and Infrastructure website to determine if a fuel adjustment will be considered (www.mei.gov.on.ca).

The Consortium will compute the fuel compensation for each month by for each route by multiplying the Route distance by the number of school days (as provided in 2.1.1 of the Statement of Work) and applying the Fuel Efficiency Factor for the Vehicle Class servicing the route (see Schedule D). Any fuel price increase or decrease greater than 3% from the pegged Fuel Rate will be subject to adjustment.

Fuel Efficiency Factors: The Fuel Efficiency Factors as described as follows:

Full and mid-sized buses: >insert km/l

Mini-buses and wheel chair buses: >insert km/l

Mini-vans and cars: >insert km/l

The Fuel Efficiency Factor remains fixed for the term of the agreement for each vehicle class, unless otherwise amended at the sole discretion of the Consortium.

An example of how the price adjustment is calculated is presented below:

RFS →insert number

OPERATOR FUEL ESCALATION / DE-ESCALATION CALCULATION EXAMPLE							
Example: Pegged price in Contract			\$0.938				
Example: Fuel Efficiency Factor (for a <24 passenger school bus)			2.9	km/l			
		Aug	Sep	Oct	Nov	Dec	Jan
1	Posted Price (including HST) from Ministry of Energy and Infrastructure Website	\$1.007	\$1.007	\$1.046	\$1.082	\$1.100	\$1.102
2	Posted Price net of HST (1) / 1.13	\$0.891	\$0.891	\$0.926	\$0.958	\$0.973	\$0.975
3	Pegged Price in Contract	\$0.938	\$0.938	\$0.938	\$0.938	\$0.938	\$0.938
4	Price Change = (2) - (3)	-\$0.047	-\$0.047	-\$0.012	\$0.020	\$0.035	\$0.037
5	% Change = (4) / (3)	-4.995%	-4.995%	-1.315%	2.081%	3.779%	3.968%
6	Is it within 3% corridor?	No	No	Yes	Yes	No	No
7	If "Yes", no adjustment. If "No", + or - 3%	+3.00%	+3.00%	NA	NA	-3.00%	-3.00%
8	Eligible % change = (5) + (7)	-1.995%	-1.995%	0.000%	0.000%	0.779%	0.968%
9	Total Kilometres Traveled in the month	1584	1584	1584	1584	1584	1584
10	Fuel Efficiency Factor	2.9	2.9	2.9	2.9	2.9	2.9
11	Litres of Fuel Consumed = (9) / (10)	546.21	546.21	546.21	546.21	546.21	546.21
12	Monthly Fuel escalation / De-escalation Calculation = (11) x (8) x	-\$10.22	-\$10.22	\$0.00	\$0.00	\$3.99	\$4.96
13	FUEL ESCALATION / (DE-ESCALATION) for 6 MONTH PERIOD	-\$11.48					

Notes to Operator:

- a) Fuel escalation / de-escalation is calculated monthly
- b) Payments adjusted twice a year -
 - Aug 1 to Jan 31 - payment paid/adjusted in Feb 1
 - Feb 1 to July 31 - payment paid/adjusted in Aug 1

The adjustment for the period from August 1 to Jan 31 is a claw back of \$11.48

APPENDIX B: FORM OF OFFER

1. Qualified Supplier Information

a) The full legal name of the Qualified Supplier is:

b) Any other relevant name under which the Qualified Supplier carries on business is:

c) The jurisdiction in which the Qualified Supplier is resident (if individual), incorporated (if corporation) or otherwise registered to carry on business:

d) The name, address, telephone, facsimile number and e-mail address of the contact person for the Qualified Supplier is:

2. Offer

The Qualified Supplier has carefully examined the RFS documents and has a clear and comprehensive knowledge of the Statement of Work required under the RFS. By submitting a response to this RFS, the Qualified Supplier agrees and consents to the terms, conditions and provisions of the RFS, including the Form of Agreement, and offers to provide the Statement of Work in accordance therewith at the Rates set out in the Pricing Evaluation Form.

3. Rates

The Qualified Supplier has submitted its Rates in accordance with the instructions in the RFS and in the form set out at Appendix D.

4. Commercial Vehicle Operator's Record ("CVOR")

By signing the Form of Offer, the Qualified Supplier confirms that, its CVOR Level 2 submitted as part of the Qualified Supplier's RFSQ submission for stage one, is still in good standing with a rating of "satisfactory – audited or unaudited" or better.

5. Tax Compliance Declaration Form

By signing the Form of Offer, the Qualified Supplier confirms that, its Tax Compliance Declaration Form submitted as part of the Qualified Supplier's RFSQ submission for stage one, is still in good standing with the Qualified Supplier in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario.

6. Addenda

The Qualified Supplier is deemed to have read and accepted all addenda issued by the Consortium prior to the Deadline for Issuing Addenda. The onus remains on Qualified Suppliers to make any necessary amendments to their Submission based on the addenda. The Qualified Supplier is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, "None": Addenda # _____.

7. Bid Irrevocable

The Qualified Supplier agrees that its Submission shall be irrevocable for 120 days following the Submission Deadline.

8. Conflict of Interest

The Qualified Supplier must disclose if there is an actual or potential Conflict of Interest relating to the preparation of its Submission, and/or the Qualified Supplier foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS. An example of a Conflict of Interest includes, but is not limited to: a Qualified Supplier that has a family member working for the Consortium or School Board.

INSTRUCTIONS TO QUALIFIED SUPPLIERS: The Qualified Supplier must check the box which applies.

- | |
|---|
| <p><input type="checkbox"/> The Qualified Supplier declares that it has a conflict of interest.</p> <p><input type="checkbox"/> The Qualified Supplier declares that it does not have a conflict of interest.</p> |
|---|

If the Qualified Supplier declares an actual or potential Conflict of Interest, the Qualified Supplier must set out below details of the actual or potential Conflict of Interest (annex additional document with explanation if additional space is required):

The Qualified Supplier agrees that, upon request, the Qualified Supplier shall provide the Consortium with additional information from each individual identified above in the form prescribed by the Consortium.

9. Disclosure of Information

The Qualified Supplier hereby agrees that any information provided in this Submission, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Qualified Supplier hereby consents to the disclosure, on a confidential basis, of this Submission by the Consortium to the Consortium's advisers retained for the purpose of evaluating or participating in the evaluation of this Submission.

10. Execution of Agreement

The Qualified Supplier understands that in the event its Submission is selected by the Consortium, in whole or in part, the Qualified Supplier agrees to finalize and execute the agreement in the form set out in Appendix A to the RFS in accordance with the terms of the RFS.

Signature of Witness

Signature of Qualified Supplier representative

Name of Witness

Name and Title

Date:

I have authority to bind the Qualified Supplier

APPENDIX C: ROUTE INFORMATION

>insert table listing all routes and bundles and pertinent information including wheelchair routes and routes requiring a monitor

[Note to Consortium: It is strongly encourage to provide Qualified Suppliers route information in Excel]

APPENDIX D: PRICING EVALUATION FORM

The pricing evaluation will be done by calculating a 5-year total cost to the Consortium.

Routes have been bundled to reflect the needs of the Consortium. This is shown in the table below.

Qualified Suppliers are required to propose a Fixed Rate and a Variable Rate for each bundle of routes. Qualified Suppliers will note the use of “Standard kilometres” in the calculation of their 5-year total cost (see Section 4.3 of the RFS for further explanation). This is provided for informational purposes to understand how the Consortium will calculate the 5-year total cost from the Fixed Rates and Variable Rates provided in the Pricing Evaluation Form.

The calculation of the 5-year total cost will be done in three (3) steps, as shown below. This example is entered into a sample table below to understand how the financial Submission would be presented.

Step 1: For each year, the Consortium will calculate a Per Diem Rate. The Consortium will do this by using the Fixed Rate and the Variable Rate provided by the Qualified Supplier. The following is an example of this calculation:

Fixed rate provided by Qualified Supplier = \$102 / 100 km [NOTE TO CONSORTIUM: The Fixed Rate should be set below the Standard kilometres so that the Per Diem is a combination of the Fixed Rate and the Variable Rate]

Variable rate provided by Qualified Supplier = \$0.90 / km

Standard kilometres for the bundle provided by the Consortium = 115 km [NOTE TO CONSORTIUM: The Standard kilometres may be the average kilometres for the bundle]

Per Diem Rate = \$102 + (115 km – 100 km) * \$0.90 = \$115.50.

Step 2: In each year, the Consortium will calculate a total cost for that year. This will be done by multiplying the number of school days by the Per Diem Rate. The following is an example of this calculation:

Number of school days provided by the Consortium = 188

Per Diem Rate calculated from Step 1 = \$115.50

Total cost for the year = 188 * \$115.50 = \$21,714.

Step 3: The total cost for each of the 5 years will be added to determine the 5-year total cost. Note to Qualified Suppliers, the Optional years will not be evaluated.

[COPY THE TABLE BELOW FOR EACH BUNDLE]

RFS →insert number

[NOTE TO CONSORTIUM: TAKE CARE TO BUNDLE ROUTES OF SIMILAR DISTANCES/SIMILAR BUS SIZES/SIMILAR GEOGRAPHY TO ESTABLISH A CONSISTENT NUMBER OF KM FOR THE FIXED RATE. THIS WILL ASSIST QUALIFIED SUPPLIERS WITH MATCHING THE FIXED RATE TO ACTUAL DISTANCES]

The mathematical example above is presented in the table below:

BUNDLE A: FIXED RATES PER 100 km									
BUNDLE INFORMATION			EVALUATED					NOT EVALUATED	
Routes included in the Bundle (More detail on routes is available in Appendix C)	Standard km for Routes in Bundle	Rate	Year 1	Year 2	Year 3	Year 4	Year 5	1 st Option Year	2 nd Option Year
Routes A, B, C, D and E	115 km	Fixed Rate / 100 km	\$__102	\$__102	\$__102	\$__102	\$__102	\$__102	\$__102
		Variable rate per km	\$__0.90	\$__0.90	\$__0.90	\$__0.90	\$__0.90	\$__0.90	\$__0.90

APPENDIX E: SUBMISSION LABELS

The Qualified Supplier should affix these labels to its Submission envelopes.

1. Label for Envelope #1

Envelope # 1: RFS Quality Submission

RFS NUMBER: >insert number

RFS TITLE: >insert title

Qualified Supplier to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE #: _____

2. Label for Envelope #2

Envelope # 2: Pricing Evaluation Form Submission

RFS NUMBER: >insert number

RFS TITLE: >insert title

Qualified Supplier to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE #: _____

3. Submission Label for complete Submission package

RFS NUMBER: >insert number

RFS TITLE: >insert title

SUBMISSION DEADLINE:

Closing Date: >insert closing date

Closing Time: >insert closing time (local time)

Submission Receiving Address: >insert the specifics of the address to which the Qualified Suppliers must deliver their Submissions

Qualified Supplier to complete the following:

(Full legal name and address)

NAME: _____

ADDRESS: _____

CONTACT: _____

TELEPHONE #: _____

TO:

>insert Consortium

>insert Address where Submissions will be delivered/received

NOTE:

The onus remains solely the responsibility of the Qualified Supplier to instruct couriers/delivery personnel to deliver Submissions to the exact location specified above by the Submission Deadline. Qualified Suppliers assume full responsibility for late deliveries if these instructions are not strictly adhered to.

APPENDIX F: SUBMISSION CHECKLIST

Qualified Suppliers that are responding to this RFS are encouraged to use this checklist to ensure that all components of its submission have been provided. However, this list is only supplied for the convenience of the Qualified Suppliers and the Qualified Suppliers remain solely responsible to ensure all required information and materials are included in their Submission.

Name of the Qualified Supplier:			
RFS Section	Mandatory Requirement	Response Requirements	Response Included?: Record yes or no, as applicable
4.1.1	Form of Offer (Appendix B)	Qualified Supplier completed and signed the Form of Offer	
4.1.2	Pricing Evaluation Form (Appendix D)	Qualified Supplier completed Pricing Evaluation Form	
4.1.3	Reference Form (Appendix G)	Qualified Supplier completed Reference Form	

Name of the Qualified Supplier:		
RFS Section	Rated Quality Criteria	Response Included?: Record yes or no, as applicable
4.2.1	Vehicle Maintenance	
4.2.2	Driver Availability	
4.2.3	Safety Training	
4.2.4	Compliance with Consortium Policies	
4.2.5	Communication with Parents and Consortium	

APPENDIX G: REFERENCE FORM

Reference #1	
Organization Name	
Contact Information for person at Organization including name, telephone number, e-mail address, and mailing address.	
Start Date of Contract	
Current State of Contract or End Date of Contract	
A description of the nature of the services (e.g. number of buses, number of routes, whether it is a rural or urban environment)	

Reference #2 (if applicable)	
Organization Name	
Contact Information for person at Organization including name, telephone number, e-mail address, and mailing address.	
Start Date of Contract	
Current State of Contract or End Date of Contract	
A description of the nature of the services (e.g. number of buses, number of routes, whether it is a rural or urban environment)	

APPENDIX H: BUNDLE PREFERENCE

Qualified Suppliers that provide pricing for over >insert % of the total routes are to rank the bundles (in the column titled “Rank”) indicating their order of preference in the event that the Qualified Supplier is the highest ranked Qualified Supplier for over >insert % of the Consortium’s entire route complement.

[INSERT TABLE LISTING ALL BUNDLES WITH A COLUMN FOR RANKING]